SOCORRO COUNTY
INVITATION TO BID
Bid No. 2013-1365

Two (2) – 2014 4DR 4x4 Pickup Trucks
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Socorro County is requesting bids for the purpose of procuring two (2) 2014 4DR 4x4 Pickup Trucks for the Socorro County Road Department. Bids may be held for ninety (90) days subject to all action by the County. Socorro County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the ITB title and number along with the Offeror's name and address clearly marked on the outside of the container. All bids must be received by the deadline of 11:00 AM (Mountain Time) on Wednesday, December 18, 2013 at the Socorro County Manager’s Office, 210 Park Street, Socorro, New Mexico.

By submitting a bid for the requested services/items each Bidder is certifying that its bid complies with regulations and requirements stated within the Invitation to Bid.

ANY BID PACKAGE RECEIVED BY THE PURCHASING DIVISION AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SOCORRO COUNTY.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Bidders will receive consideration of contract(s) without regard to race, color, religion, sex or national origin. Invitation for Bid packages will be available by contacting Sammie Vega, Socorro County Procurement Officer at 210 Park Street, Socorro, NM 87801 or by telephone at (575) 835-0589.
BID INSTRUCTIONS

1. All bids must be submitted on the "Bid Sheets" provided herein on pages 14 thru 16 of this Invitation to Bid (ITB).

2. All bids must be received no later than 11:00 AM (Mountain Time) on Wednesday, December 18, 2013 at the Socorro County Manager’s Office, 210 Park Street, Socorro, New Mexico.

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, ITB 2013-1365 – Road Department Trucks** Bids that are not submitted in a sealed envelope or container will not be accepted.

4. Filing time marked or stamped on the sealed envelope or container by Socorro County shall be the official time of receipt of the bid.

5. All bids shall remain sealed until the date and time specified in the "Advertisement for Bids" on Page 3 of this bid package.

6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink legibly written or typed. In case of discrepancy, amounts stated in words shall govern.

7. Acknowledgement of Receipt Form
Interested bidders should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See "Appendix A") to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on December 4, 2013.

The procurement distribution list will be used for the distribution of written responses to questions and any ITB amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the ITB, and the potential offeror's organization name shall not appear on the distribution list.

8. Campaign Disclosure Form
Bidders must complete and submit with their bid the Campaign Disclosure Form Appendix B".
GENERAL TERMS & CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the Bidders authorized representative or agent. Resubmission of the modified bid must be received within the specified time of bid opening in order to be considered.

2. **Notification of Award:** The successful Bidder(s) shall be notified in writing within five (5) working days of contract award. The successful Bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Scope of Work, Specifications or supplemental agreement, if applicable, prepared by Socorro County.

3. **Delivery:** Delivery of goods shall be FOB Destination to Socorro County Manager’s Office, 210 Park Street, Socorro, New Mexico. Please provide a quote for shipping/delivery on the Bid Sheet on page 14 of this ITB. The County may or may not utilize the shipping/delivery option for this procurement.

4. **Payment Terms:** All successful Bidders for items/services bid shall be subject to the terms of net thirty (30) days after receipt of the firm's proper and acceptable invoice(s) by Socorro County.

5. **Applicable Taxes:** Bid prices offered by interested bidders are not to include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. The County agrees to pay all applicable taxes where required. Socorro County is exempt from paying taxes on supplies and goods. The awarded Bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.

6. **Estimated Quantities:** All Bidders understand that any quantities stated in this ITB are estimated quantities and those actual quantities for the term of the contractor purchase may vary. Socorro County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this ITB are contingent upon available appropriated funding.

7. **Inspection and Acceptance:** Final inspection and acceptance of items, if applicable, will be made at the Contractor's destination. Non-conforming units shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.

8. **Warranties:** The Bidder agrees that the goods and/or services furnished under this ITB shall be covered by most favored commercial warranties the Bidder gives to
any customer for such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The Bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.

9. **Invoice Requirements:** The awarded Contractor(s) invoice shall be submitted in triplicate duly certified and contain at a minimum the following information to be acceptable to the County:

- Purchase order number - ITB number
- Invoice number
- Unit/ Hourly prices with extended totals, if applicable
- Complete descriptions of goods and/or services rendered
- Separate invoices shall be issued for each completed shipment, project or phase as determined in any previous order for such goods and/or services.

10. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the awarded Contractor(s) fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded Contractor(s) liable for any excess costs associated with the contractor's default. The awarded Contractor(s) shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County can determine that the goods or services to be supplied by the subcontractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.

11. **Bidders Certification:** In submitting a bid, the Bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this ITB by the County.

12. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).

13. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.

14. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions.
with Bidders and to accept the offer it deems to be in the best interest of Socorro County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.

15- **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and to function as indicated in these specifications. The awarded contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED

16. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any Bidder orally. Each request for interpretations shall be in writing addressed to Delilah Walsh, County Manager 210 Park Street Socorro, NM, 87801 or via fax at (575) 835-4627 and to be given consideration must be received at least five (5) working days prior to the date fixed for the receipt of bids.

17. **Communication:** Direct communication with the County technical representative or government sponsor of the requirement, other than through the aforementioned individual may result in the elimination of the bidder's offer from consideration.

18. **ITB Corrections:** Any and all interpretations and supplemental instructions will be in the form of written addenda to the ITB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for modification and resubmission of bids. Failure of any bidding firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

19. **Brand Names and Model Numbers:** Specifications in this ITB are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.

20. **Item Description(s):** All items on all pages of the specification are representative of the desired sizes and dimensions and as such are intended as guides to potential Bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County
determines such items to be equal in all material respects to the salient specifications of the products required.

21. **Compatibility or Brand Name(s):** Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved the Bidder shall note such changes in its responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

22. **Evaluation and Determination of Product:** The evaluation of bids and the determination as to equality of the product or service proposed shall be the responsibility of the County and will be based on information provided in the Bid and/or information reasonably available to the County.

23. **Resident Business Preference:** The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Bidder that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Offeror must submit a copy of their preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Bidder for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:
http://www.tax.newmexico.gov/SiteCollectionDocuments/acid-bp0001.pdf

24. **Resident Veterans Preference:** Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. Please note Appendix C

The preference will be provided to those Bidders that provide Appendix C (completed and signed) and a valid Resident Veterans Preference Certificate.
SUPPLEMENTAL TERMS & CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Socorro County. The County reserves the right to accept some minor variances in the approved goods and/or services offered by the bidders if such acceptance is determined to be in the best interest of the County.

2. **Qualified Bidders:** Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide responsive service to the County. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the Bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All Bidders shall include references from three (3) or more places of business that these items were sold to.

3. **Inspection of Work (If Applicable):** Representatives of the County of Socorro shall have access, at any reasonable time, to the Bidder's and Manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the recording facility during its normal working hours. The costs associated with such inspection trips shall be borne by the County.

4. **Late Delivery (If Applicable):** It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the County may incur as a result of failure to deliver the goods and/or services described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated. The following delivery terms and conditions apply to the item(s) described in the specifications:

   The goods and/or services shall be delivered to the Socorro County Manager’s Office, within thirty (30) days after receipt of the order (ARO).

5. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the County or conclusive, should it subsequently develop the Bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the County shall have the right, not withstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.
6. **Order of Preference**: In the event of conflict between the Bid Instructions and General Terms and Conditions and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design (if applicable).

7. **Contract Terms and Conditions**: The contract between the County and the selected contractor will include this Invitation to Bid, its General Terms and Conditions, its Supplemental Terms and Conditions and the subsequent purchase order for the desired goods and/or services. Should a Bidder object to any of the County's terms and conditions, as contained in this Invitation to Bid, that bidder must propose specific alternative language. The 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 the County and will result in disqualification of the bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

8. **Method of Award**: The item(s) or services will be awarded to the lowest Responsible Bidder(s) meeting or exceeding the minimum required specifications for those items.
SPECIFICATIONS FOR TWO 2014 4x4 PICKUP TRUCKS

1. Purpose
The County Road Department seeks to obtain two (2) – 2014 4x4 pick-up trucks for use within the Socorro County Road Department.

2. Specifications
1. **One (1) 2014 ½ Ton 4x4 Pick-up Truck**
   - Brand New (2014)
   - Four (4) Doors
   - 157” Wheelbase
   - White Exterior paint
   - 365 Horsepower
   - 420 Torque
   - Transmission: HD, Automatic
   - Dual Air Bags
   - Factory Installed A/C
   - Limited Slip Rear Differential
   - Power Brakes, 4 Wheel Antilock
   - Factory Skid Plates
   - Factory Standard Tinted Glass
   - Keys: 2 Complete Sets
   - Trailer Towing Package
   - Trailer Brake Controller
   - Trailer Towing Mirrors
   - Receiver Hitch
   - Power Locks
   - Power Windows
   - Pawn Mirrors
   - Speed Control
   - Tilt Steering
   - AM/FM CD
   - 40/20/40 Cloth Seat
   - Power Steering
   - Factory Standard All Terrain Tires (5)
   - Intermittent Wipers
   - Rubber Mat
   - Electronic Shift 4x4
   - Running Boards
   - Hands Free Cell Phone Package
II. **One (1) 2014 ¾ Ton 4x4 Pick-up Truck**

- Brand New (2014)
- Four (4) Doors
- 172” Wheelbase
- White Exterior Color
- 385 Horsepower
- 405 Torque
- Transmission: HD, Automatic
- Dual Air Bags
- Factory Installed A/C
- Limited Slip Rear Differential
- Power Brakes, 4 Wheel Antilock
- Factory Skid Plates
- Factory Standard Tinted Glass
- GVWR: 8600
- Keys: 2 Complete Sets
- Trailer Towing Package
- Trailer Brake Controller
- Class Three (3) Receiver Hitch
- Trailer Towing Mirrors
- Ar. VFM CD
- 40/20/40 Cloth Bench Seat
- Power Steering
- Off Road Package
- Heavy Duty Suspension
- Factory Standard All Terrain Tires (5)
- Intermittent Wipers
- Rubber Floor mats
- Speed Control
- Tilt Steering
- Electronic Shift 4x4
- Running Borads
- Hands Free Cell Phone Package
- Low Profile Utility Box w/ Flip Top
- Spot Light
- Roof w/ Amber Light bar w/ 10 LED Lights
- Factory Warranty: 5 Year/100,000 mile Powertrain, Zero Deductible
BID SHEET
2014 4DR 4X4 ½ TON PICKUP TRUCK

Please offer your best price for the one 4DR 4x4 ½ Ton Pickup truck. **Provide specifications to support your bid to ensure it meets the minimal specifications.** The lump sum base bid for the equipment must include pricing for materials, equipment, labor, travel, if any, and fees for any required permitting, if applicable. Be advised that award may be made without discussion with Bidders on bids received.

<table>
<thead>
<tr>
<th>Item Description:</th>
<th>2014 4DR 4x4 ½ Ton Pickup Truck</th>
</tr>
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<tbody>
<tr>
<td>Lump Sum Base Bid:</td>
<td>_________________________________</td>
</tr>
<tr>
<td>Written in Words (Base Bid):</td>
<td>_________________________________</td>
</tr>
<tr>
<td>Estimated Delivery Date:</td>
<td>_________________________________</td>
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</tbody>
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**ADDITIVE OPTION**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Shipping/Delivery Costs for FOB Destination to: Socorro County Manager’s Office 210 Park Street Socorro, NM 87508</td>
</tr>
</tbody>
</table>

| Lump Sum Base Bid: | _________________________________ |
| Written in Words (Base Bid): | _________________________________ |

| Estimated Delivery Date: | _________________________________ |

Delivery must be made 90 days after award.
BID SHEET
2014 4DR 4X4 ¾ TON PICKUP TRUCK

Please offer your best price for the one 4DR 4x4 ¾ Ton Pickup truck. Provide specifications to support your bid to ensure it meets the minimal specifications. The lump sum base bid for the equipment must include pricing for materials, equipment, labor, travel, if any, and fees for any required permitting, if applicable. Be advised that award may be made without discussion with Bidders on bids received.

Item Description: 2014 4DR 4x4 ¾ Ton Pickup Truck

Lump Sum Base Bid: ______________________________________

Written in Words (Base Bid): ______________________________________

Estimated Delivery Date: ______________________________________

ADDITIVE OPTION

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<tr>
<td>2</td>
<td>Shipping/Delivery Costs for FOB Destination to: Socorro County Manager’s Office 210 Park Street Socorro, NM 87508</td>
</tr>
</tbody>
</table>

Lump Sum Base Bid: ______________________________________

Written in Words (Base Bid): ______________________________________

Estimated Delivery Date: ______________________________________

Delivery must be made 90 days after award.
Having read the Socorro County Bid Instructions, General Terms and Conditions, Supplemental Terms and Conditions and examined the specification sheet(s) for the Invitation to Bid reference #2013-1365 hereby submit the attached firm bid, which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

**TWO (2) 2014 4DR 4X4 PICKUP TRUCKS**

Signature:___________________  F.O.B. Point: Destination

___________________________  Delivery Date:_______________

Name Typed or Printed

___________________________

Title

___________________________  New Mexico Business Preference No._____

Firm Name

___________________________

Telephone and Fax Number
APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM

Two (2) 4DR 4x4 Pickup Trucks
ITB# 2013-1365

An Acknowledgement of Receipt Form should be signed and submitted to the Procurement Division (see contact information below). Only Bidders who elect to return this completed form with the intention of submitting a bid, will receive copies of County's written responses as well as ITB Addenda, if any are issued.

BIDDER:_______________________________________________________

REPRESENTED BY:_____________________________________________

TITLE: PHONE NO:_____________________________________________

E-MAIL: FAX NO:_______________________________________________

ADDRESS:  _______________________________________________

CITY: - STATE: ZIP CODE:______________________________________

SIGNATURE:__________________  DATE:_______________________

The above name and address will be used for all correspondence related to the ITB. Bidder does / does not (CIRCLE ONE) intend to respond to this ITB.
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 two hundred and fifty dollars ($250) 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 proposals and ending with the award of the contract or the cancellation of the request for proposals.

"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 TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_______________________   ____________
Signature        Date

_______________________
Title (Position)
APPENDIX C
RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only

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

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

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

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

________________________________           _________________________________
(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 unaward of
the procurement involved if the statements are proven to be incorrect.