



## **RIO ARRIBA COUNTY**

149 State Rd. 162, Tierra Amarilla, New Mexico 87575

(575) 588-7254

Advertised: July 27, 2023

Closing Date: August 30, 2023 2:00 P.M. (MST)

Non-Mandatory Pre-Bid Meeting: August 16, 2023 2:00 P.M. (MST)

### **Invitation for Bids ("IFB")**

**IFB Number: 23-12**

**IFB Name: La Mesilla Fire Department Underground Water Storage Project**

#### **A. GENERAL INFORMATION**

Sealed bids, submit one (1) unbound original, three (3) copies and 1 USB, subject to the conditions set forth in the Instructions to Bidders and in the other Solicitation Documents, will be received at Grants and Contracts Office, Rio Arriba County, 149 State Rd. 162, Tierra Amarilla, New Mexico, 87575 until 2:00 p.m. MST, **August 30, 2023** and then publicly opened for the following project on August 30, 2023 @ 3:00 P.M. (MST) in the Rio Arriba County Commission Chambers, 149 State Road 162 Tierra Amarilla, NM 87575.

#### **Rio Arriba County**

#### **Invitation for Bids (IFB) Number: IFB 23-12**

**IFB Name: La Mesilla Fire Department Underground Water Storage Project**

A Non-Mandatory Pre-Bid Conference will be held via Zoom on **August 16, 2023** at 2:00 P.M. (MST).

This conference will be held to answer questions from prospective bidders as well as familiarize bidders with the project. Questions regarding the meaning of plans, specifications or other documents related to the project should be submitted in writing prior to the pre-bid conference. The County will preside at the pre-bid conference and provide for the recording and distribution of minutes. The pre-bid conference will include, but not be limited to the following:

- i. Discussion of schedule for procurement, progress, submission for invoices.
- ii. Critical work sequencing and priorities.
- iii. Transmittal, review, and distribution of submittals and samples.
- iv. Maintain record documents.

#### **Questions shall be addressed to:**

**Bonnie Brown Cordova, Grants and Contracts Coordinator, CPO**

**149 State Road 162, Tierra Amarilla, NM 87575**

**Phone Number: (575) 588-7254 ext. 4360**

**Email: [bbcordova@rio-arriba.org](mailto:bbcordova@rio-arriba.org)**

1. Any questions must be received in writing at least ten (10) days prior to the date fixed for the opening of bids.
2. The County reserves the right to issue addenda to the solicitation documents including specifications and plans during the advertising period as provided in the solicitation documents. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation. Bidders are responsible for determining if any addenda have been issued. Failure of any bidder to receive any addenda or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the solicitation documents.
3. The terms, bid and solicitation are interchangeable. Also, the terms contract and agreement are interchangeable.
4. Rio Arriba County (“County”) invites Bids from all qualified respondents. No Bid may be withdrawn after the scheduled closing time. Bids will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this IFB as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the Bid. Bid preparation is at the Bidder’s expense.
5. The County reserves the right, at its sole discretion, to accept or reject any Bids; to waive any and all irregularities in any or all statements or Bids; to request additional information from any or all respondents; and to award a contract and/or purchase order to the responsible Bidder whose Bid is most beneficial to County. While County intends to execute a contract and/or purchase order for the items listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with, or award a purchase order to, any Bidder.
6. Bids and RFPs are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, Bids shall be considered public documents and available for review and copying by the public.
7. Proposers/Bidders are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
8. If a preference is applicable to this offer, a bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. Section 13-1-21 NMSA 1978 et al.
9. TAXES: The County is exempt from New Mexico Gross Receipts Tax (NMGRT) for the purchase of tangible personal property. Prices shown on the Bidder’s Bid shall be exclusive of NMGRT. A properly issued Type 9 Non-Taxable Transaction Certificate may be obtained from County that will document the exemption from the NMGRT.

10. FREIGHT: Bidder's Bid must include freight, as a separate line item, and any and all other shipping and/or handling costs. Freight shall be prepaid and added to invoice.
11. PAYMENT TERMS: Payment terms are Net 30 Days.

## **B. CONTACT INFORMATION**

1. For procurement process information, Bonnie Brown Cordova, Grants and Contracts Coordinator, at [bbcordova@rio-arriba.org](mailto:bbcordova@rio-arriba.org); (575) 588-7254 ext. 4360.
2. For Project information, Alex Sisneros, Fire and EMS Director, at [alex.sisneros@rio-arriba.org](mailto:alex.sisneros@rio-arriba.org); (505) 747-6367 ext. 5339.

## **C. NEED STATEMENT**

This is a design/build project. The goal of this project is to install a functioning 30,000-gallon water storage system that supplies 750 GPM at 40 PSI to one fire hydrant. There are two existing above-ground tanks that hold 8,000 gallons each. These existing tanks will be cleaned and lined with a suitable tank liner, and plumbed to feed by gravity, with a suitable check valve, into a new 30,000-gallon underground storage tank that will be located adjacent to the existing tanks. The new underground tank will have installed two electric, submersible pumps that together will produce a flow of 750 GPM at 40 PSI at a fire hydrant installed near the water storage system. These pumps will be wired and plumbed so that either one can operate if the other pump fails.

The project scope is as follows, but is not limited to the following:

1. The contractor will provide engineer certified working drawings for the project in consultation with and under the direction of the Fire Chief of the La Mesilla Fire District.
2. This system must meet the requirements of the New Mexico State Fire Marshal.
3. A minimum 30,000-gallon underground fiberglass water storage tank will be installed and fitted and plumbed with two submersible electric pumps that together can produce 750 GPM at 40 PSI to the fire hydrant installed near the storage tank system. Excavation, bedding material, electric power distribution, pump installation, plumbing, hydrants, and any and all things necessary for installation of this system will be the responsibility of the contractor.
4. The two existing above ground tanks will be cleaned, inspected, repaired, and lined with an appropriate tank liner material. These tanks will be plumbed to feed the new underground tank by gravity, with a check valve that prohibits an overflow of the underground tank.
5. A water line will be run from the existing well to the underground tank with an electric valve operated by a float to fill the new water storage system.
6. A dry hydrant will be installed with easy access for fire apparatus to draw water from the storage system in the event of a pump or power failure.
7. Standpipes will be installed on both the underground tank and the above ground tanks for filling the system from fire apparatus.

8. There will be a small pump house built on top of the underground tank to house electrical panels, and it will be heated to keep any exposed plumbing from freezing. The pump house will sit on a concrete pad that covers the entire underground tank.
9. There will be installed a float actuated alarm, both audible and visual, that sounds and lights when the storage system falls below 90% capacity. This alarm will have a momentary switch that can be used to silence the audible alarm, but leaves the light on until the system has refilled above the 90% level.
10. The system will have installed a level gauge that shows the system water level at a glance.
11. The contractor will ensure that the Fire Station remains fully operational throughout the construction process, under the direction of the Fire Chief.

**Project dates are as follows:**

Pre-Bid Meeting	August 16, 2023 via Zoom
Bids Due	August 30, 2023
Bid Award	September 2023
Substantial Completion Date	January 2024
Final Completion Date	January 31, 2024

All required documents shall be a condition of the Agreement.

**D. NOTICE TO BIDDERS: Special Information Related to Specifications.**

**E. REQUIREMENTS FOR BIDDERS**

Bids must be made with the understanding and in accordance with these conditions for Bidders:

**Bid Evaluation Criteria**

*Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this article. Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total of life cycle costs. The IFB shall set forth the evaluation criteria to be used. Only criteria that are set forth in the IFB may be used in bid evaluation. Interviews are to be used only for the purpose of clarification. The final evaluation results shall be forwarded to the Finance Department.

**The evaluation criteria for this IFB are:**

1. Accurate submission of Bid Response Documents
2. Cost

The County may consider a bid to be non-responsive or non-responsible if the Bidder fails to include any of the items described in items in the evaluation criteria above.

**Responsible bidder:** means a person, who has been determined by the purchasing agent or evaluating committee to have the capability in all respects to perform fully the contract and/or purchase order requirements, including the financial resources, personnel, service reputation and experience, capacity, production or service facilities, equipment and credit which will ensure satisfactory delivery of the goods, services or construction described in the IFB.

**Responsive bidder:** means a person who has submitted a bid that conforms in all material respects to the requirements set forth in the IFB. Material respects of a bid may include but are not limited to, price, quality, quantity, and delivery requirements.

## **F. AWARD OF IFB**

Following award of the solicitation by the County Commission, the successful Bidder may be required to execute a contract with the County in accordance with the terms and conditions set forth in the Agreement, samples of which are attached as Exhibit "B." Bidder may identify any exception or other requirements to the terms and provisions in the Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Agreement as finally agreed upon must be in form and content acceptable to County.

## **G. BID RESPONSE DOCUMENTS**

The following documents must be completed and included in the Bid response:

1. Bid Form – Attached as Exhibit "A" of this IFB.
2. Certification – Debarment, Suspension, and other Responsibility Matters – Attached as Exhibit "C" of this IFB.
3. Campaign Contribution Form – Attached as Exhibit "D" of this IFB. If Form is not submitted with the Bid, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.
4. Authorization for Verification of Information – Attached as Exhibit "E"

## **PROCUREMENT PREFERENCES**

Preferences in purchasing by formal bid, or request for Bid or qualifications shall be in accordance with New Mexico Statutes, Section 13-1-21 NMSA 1978 et al. Bidder must provide a copy of state-issued preference certificate if requesting a preference.

## **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and Subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

## **ILLEGAL ACTS**

In accordance with the State of New Mexico County Procurement Code section, 13-1-28 through 13-1- 199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

## **CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Bidder shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit “C,” and submit with the Bid. This Form serves as a warrant of the vendor’s responsibility, and may not necessarily preclude the vendor from consideration for award.

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

A Campaign Contribution Disclosure Form is attached as Exhibit “D.” The Bidder is requested to complete and submit with the Bid. If Form is not submitted with the Bid, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

**Exhibit "A"**

**Bid Form  
IFB NO: 23-12**

**IFB Name: La Mesilla Fire Department Underground Water Storage Project**

**\*This attachment shall be returned with the IFB submittal\***  
**Bidders are informed this IFB will be evaluated based on the criteria stated.**

<b>Item NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>EST. QUANTITY</b>	<b>UNIT BID PRICE IN DOLLARS AND CENTS</b>	<b>TOTAL BID IN DOLLARS AND CENTS</b>

<b>BID TOTAL -</b>	<b>\$</b>
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Total Bid Amount written in words: \_\_\_\_\_ Dollars

Note: The bid amount shall exclude state gross receipts tax or local option tax, but shall include all other costs of doing business, including but not limited to bonds, insurance, and profit. The Rio Arriba County is

required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or local option tax shall be shown as a separate amount on each billing or request for payment under contract. Rio Arriba County reserves the right to reduce or add quantities.

I the undersigned have reviewed the IFB and hereby submit the Bid in full conformity with the solicitation documents. I further certify that I have the authority to submit this Bid and bind the Bidder for the items bid upon herein. I further certify Bidder has a non-discrimination policy and does not discriminate on the basis of color, national origin, sex, religion, age, disabled, or any other protected status in employment or the provision of services.

Signature of Agent authorized to sign on behalf of Bidder

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Printed Name & Title of Agent

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Organization's Legal Name and State if Incorporation (if incorporated)

---

Mailing Address

---

Physical Address

---

City, State, Zip Code

---

Federal Tax I.D. #

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NM CRS # (if located in-state)

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Contract Manager Printed Name and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business

If your firm meets the definition of one of types of business described below as defined by the state of New Mexico, please check the appropriate box:

- New Mexico Resident Vendor
- New Mexico Veteran Vendor



**Exhibit “B”  
SAMPLE AGREEMENT  
IFB NO: 23-12**

**IFB Name: La Mesilla Fire Department Underground Water Storage Project**

**CONTRACT FOR SERVICES**

This Contract for Services, hereinafter referred to as the “Contract”, is hereby made and entered into as of the date of final signature below by and between the County of Rio Arriba, a political subdivision of the State of New Mexico, hereinafter referred to as “RAC”, and \_\_\_\_\_, hereinafter referred to as “Contractor”, and together referred to as the “Parties”.

**WITNESSETH:**

WHEREAS, RAC has found it necessary to acquire the services of Contractor and Contractor has agreed to provide the agreed upon services, and the parties together have mutually negotiated the terms of this Contract.

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises hereafter expressed, it is hereby mutually agreed by and between the parties that:

- 1) **Scope of Services:** Subject to the terms and conditions set forth in this Contract, and as authorized by New Mexico state law, Contractor shall provide the following services described and incorporated herein, at the time and place and in the manner specified herein:
- 2) **Contractor’s Contact, Business License, CRS and EIN Information:**

**ADDRESS:**

**TELEPHONE NUMBER:**

**CRS:**

**EIN/SSN:**

**RAC Business License:**

- 3) **Acceptance of Offer.** Until this Contract is fully-endorsed by all parties and returned to RAC as specified below, this Contract shall only constitute an offer from RAC to Contractor. In order to accept RAC’s offer, Contractor shall return a fully-endorsed original version of this Contract to RAC within ten (10) days from RAC’s final date of signature. RAC’s offer shall be automatically

rescinded and RAC shall have no obligation to comply with the terms of this Contract unless returned to RAC as specified above.

- 4) **Term.** If returned to RAC as specified in paragraph 3 above, this Contract shall become effective on the date of final signature of all parties and remain in effect until\_\_\_\_\_. Upon expiration of the term of this Contract, any and all obligations of RAC to Contractor shall cease and this Contract shall cease to be a valid, written contract unless the term has been specifically extended by written assent of the parties. In the event that Contractor continues to provide services after the expiration of the term of this Contract, RAC shall be under no obligation to compensate Contractor for those services. In the event that RAC compensates Contractor for services rendered after the expiration of the term of this Contract, both parties hereby agree that the delivery of services and compensation for said services after the expiration of the term of this Contract shall not be construed to constitute an ongoing contractual relationship, whether month-to-month or otherwise, and the parties shall have no rights or obligations to each other.
- 5) **Renewal.** RAC shall have the right but is not obligated to renew this Contract subject to terms agreeable to both parties.
- 6) **Compensation.** The compensation to the Contractor for the services provided in this Contract shall be\_\_\_\_\_. The sum total of this Contract shall not exceed\_\_\_\_\_, inclusive of all applicable taxes. This total shall include all reasonable out-of-pocket expenses, which shall be itemized and submitted with the invoices for services set forth below. RAC shall have no responsibility to pay any sums beyond the compensation set forth above. In order to receive compensation, Contractor shall submit detailed itemized invoices to RAC detailing the specific services provided with applicable dates of service, as well as any reasonable out-of-pocket expenses. RAC shall make payment on all undisputed bill amounts within thirty (30) days from receipt of the invoice.
- 7) **Release.** The Contractor agrees that, upon final payment of the amount under this Contract, Contractor releases RAC from all liability claims and/or obligations whatsoever arising from, or under this Contract.
- 8) **Termination.** This Contract may be terminated at will, by either party, with or without cause. Notice of termination of this Contract shall comply with the Notices provision of this Contract. If Contractor terminates this Contract, notice of termination shall include Contractor's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
- 9) **Notices.** Any notices required to be given under this Contract shall be in writing and served by hand-delivery or by mail, postage prepaid, to the parties at the following addresses. Notices may also be provided by electronic transmissions such as facsimiles or emails. However, the burden of proof to establish that notice was received shall be on the party electing to utilize electronic transmissions of notifications. Notice under this Contract shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, or on the date sent and received if sent by electronic mail. Notices by regular mail shall be sent to a party at the address set forth below:

**County Manager  
1122 Industrial Park  
Road Española, NM  
87532**

**Contractor**

- 10) **Appropriations.** The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Contract, or other applicable governmental funding source. If sufficient appropriations and authorization are not made by the Legislature in this or future fiscal years, this Contract shall terminate upon written notice being given by RAC to the Contractor and RAC shall have no duty to reimburse the Contractor for expenditures made in the performance of this Contract incurred after written notice to the Contractor is provided by RAC pursuant to this paragraph. RAC is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by RAC. RAC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and not subject to challenge by the Contractor.
- 11) **Conflicts Provision.** Should there be any conflicts between any terms, condition or understanding between any term of condition contained in this Contract and those documents incorporated by reference, the terms and conditions of this Contract shall govern.
- 12) **Work Product and Standard of Care.** The work product of this Contract shall be considered the intellectual property and copyright of RAC as applicable, and Contractor agrees to provide RAC with complete, electronic copies, in PDF format, of all final work product upon the expiration of the Term of this Contract. In performing the services specified in this Contract, Contractor agrees to be diligent and to use the appropriate standard of care for the particular services provided. Failure to provide RAC with the applicable work product or meet this standard of care shall be considered breach of this Contract.
- 13) **Status as Independent Contractor.** It is understood and agreed upon that the Contractor shall be an independent contractor and as such neither Contractor, Contractor's employees, agents or representatives shall be considered employees or agents of RAC nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use vehicles, or any other benefits provided to RAC employees.
- 14) **Non-agency.** Except as RAC may specify in writing, the Contractor shall have no authority, express or implied, to act on behalf of RAC in any capacity whatsoever as an agent. The Contractor shall have no authority, express or implied, pursuant to this Agreement to bind RAC to any obligation whatsoever and hereby agrees not to purport to bind RAC to any obligation not assumed herein by RAC unless the Contractor receives written approval and then only within the limits of that express authority.
- 15) **Confidentiality.** Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of RAC.
- 16) **Worker's Compensation.** Contractor acknowledges that neither Contractor, Contractor's employees, agents, or representatives shall have any claim whatsoever to Worker's Compensation coverage under RAC's policy.

- 17) **Insurance.** Contractor hereby agrees to secure and maintain throughout the term of this Contract, adequate insurance applicable to the provision of services under this Contract.
- 18) **Taxes.** By entering into this Contract, Contractor hereby affirms that it has a valid Combined Reporting System (CRS) number with the New Mexico Department of Taxation and Revenue. Contractor hereby affirms to use the applicable Rio Arriba County location code for all gross receipts taxes for services provided in Rio Arriba County performed pursuant to this Contract. Contractor acknowledges that Contractor shall be solely liable for and shall pay to the New Mexico Department of Taxation and Revenue any and all applicable gross receipts taxes on all monies paid to Contractor under this Contract and that RAC shall have no liability for payment of such tax. Contractor also acknowledges that Contractor shall be solely liable to the State and Federal government(s) and/or their agencies for any and all applicable income and self-employment taxes required by law and that RAC shall have no liability whatsoever for the payment or fulfillment of Contractor's tax liabilities for compensation received in the performance of this Contract.
- 19) **Indemnification.** Contractor agrees to defend, indemnify and hold harmless RAC from any and all actions, proceedings, claims, demands, costs, damages, attorneys' fees, suits, causes of action and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Contract, caused by the negligent act or failure to act of Contractor, its employees, agents or other representatives, resulting in injury or damage to persons or property during the time when Contractor or any of its employees, agents or other representatives has or are performing services pursuant to this Contract. In the event any action, suit or proceeding related to the services performed by Contractor or any of its employees, agents or other representatives is brought against RAC, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify RAC and RAC's legal counsel by certified mail, return receipt requested. Contractor shall not be responsible for negligent conduct of RAC or any of its officers, agents or employees related to the performance of this Contract.
- 20) **Assignments and Subcontracting.** Contractor shall not assign, transfer or subcontract any interest in this Contract or attempt to assign, transfer or subcontract any claims for money due under this Contract without prior written approval from RAC.
- 21) **Conflict of Interest.** Contractor warrants that Contractor presently has no interest and shall not acquire any interest or conflict, which would conflict with Contractor's performance of services under this Contract.
- 22) **Non-discrimination.** Contractor agrees that Contractor, Contractor's employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
- 23) **Default by Contractor.** In the event that Contractor defaults on any term or provision of this Contract, RAC shall retain the right to declare the Contract voidable and Contractor hereby agrees to pay all reasonable costs, including court fees, attorneys' fees and indirect damages, incurred in the enforcement of this Contract.

- 24) **Scope of Agreement.** This Contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.
- 25) **Amendment(s) to this Contract.** This Contract shall not be altered, changed, modified, or amended, except by instrument, in writing, executed by both parties.
- 26) *Copies of Contract Valid; Email Delivery Valid. **The parties agree that fully executed and signed copies of this Contract shall be as valid as the original, and a signed copy of this Contract delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy.***
- 27) **Applicable Law.** This Contract shall be governed by the Laws of the State of New Mexico, and any applicable ordinances, resolutions, and/or rules and regulations.
- 28) **Severability.** If any provision of this Contract is determined to be illegal or void, then that provision shall be severed from the remainder and shall not affect the remaining provisions of the Contract.

**IN WITNESS HEREOF,** the parties have executed this Contract as of the final date of signature below.

Rio Arriba County \_\_\_\_\_

\_\_\_\_\_  
Jeremy G. Maestas, County Manager

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

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

Approved as to form:

\_\_\_\_\_  
Adán E. Trujillo, Rio Arriba County Attorney

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

**Exhibit "B" - Continued  
SAMPLE PURCHASE ORDER  
IFB NO: 23-12**

**IFB Name: La Mesilla Fire Department Underground Water Storage Project**

**Insert Sample PO with Terms and Conditions Document here and hard page break**

Exhibit "C"

IFB NO: 23-12

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

IFB NO: 23-12

**IFB Name: La Mesilla Fire Department Underground Water Storage Project**

**\*This document should be returned with IFB submittal.\***

- (1) I or We, \_\_\_\_\_ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
  - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
  - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

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

\_\_\_\_\_  
Print Title

Exhibit “D”

**CAMPAIGN CONTRIBUTION DISCLOSURE  
FORM IFB NO: 23-12**

**IFB Name: La Mesilla Fire Department Underground Water Storage Project**

**\*This document should be returned with IFB submittal.\***

Any prospective contractor seeking to enter into a contract with the Rio Arriba County must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective 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 FIFTY DOLLARS (\$250.00) over the two (2) year period.

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 things 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.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“**Family member**” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.



**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“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: (Report any applicable contributions made to the following - COUNTY Commissioners: (Alex Naranjo, Mosies Morales and Brandon Bustos)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>		Governor _____	
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**Exhibit "E"**

**Authorization for Verification of Information**

**IFB NO: 23-12**

**IFB Name: La Mesilla Fire Department Underground Water Storage Project**

**\*This document should be returned with IFB submittal.\***

\_\_\_\_\_ hereby authorizes any person, firm, or corporation to furnish any Contractor information requested by Rio Arriba County or designated representative, to verify any and all information submitted with or relevant to this bid.

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21.
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Rio Arriba County, and has a required Rio Arriba County business license.

(b) *Requirements for preference qualification.* The \_\_\_\_\_ shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state.
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the

lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business.
  - (2) Resident business.
- (e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.
- (f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:
- (1) To requests for qualifications.
  - (2) To any purchase of goods or services in excess of \$500,000.00.
  - (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
  - (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

**Are you requesting Preference?**

YES       NO

**By answering "yes," the bidder or offeror is submitting a written request for preference.**

**A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.**