

**EDDY COUNTY
STATE OF NEW MEXICO**

INVITATION FOR BIDS (IFB)

**Sandpoint Landfill Fiber Optic Circuit
for
EDDY COUNTY**



IFB # B-16-05

**EDDY COUNTY PURCHASING
101 W. GREENE
CARLSBAD, NM**

IFB Release Date: 2/19/16

Submission Deadline: 3/22/2016 2:00 p.m.

TABLE OF CONTENTS

<u>Introduction and Scope</u>	<u>3</u>
<u>Definition of Terminology</u>	<u>5</u>
<u>Conditions Governing the Procurement</u>	<u>8</u>
<u>General Requirements</u>	<u>11</u>
<u>Specifications and Requirements</u>	<u>17</u>
<u>Response Requirements</u>	<u>18</u>
<u>Bid Opening, Processing and Award</u>	<u>20</u>

APPENDICES

<u>Appendix A – Agreement #A-16-23</u>	<u>22</u>
<u>Appendix A – Attachment 1 - Bid Form(s)</u>	<u>32</u>
<u>Appendix B – Letter of Transmittal Form</u>	<u>34</u>
<u>Appendix C – Request for Taxpayer Information</u>	<u>35</u>
<u>Appendix D – Acknowledgement of Receipt Form</u>	<u>36</u>
<u>Appendix E – Resident Veterans Preference Certification</u>	<u>37</u>
<u>Appendix F – Campaign Contribution Disclosure Form</u>	<u>38</u>

I. INTRODUCTION

A. PURPOSE OF THIS INVITATION FOR BIDS

The County of Eddy, on behalf of the IT Department, seeks bids from qualified companies that can do business in the State of New Mexico (NM) to provide for a **buried leased fiber optic cable circuit connecting** the Eddy County Administration Building, 101 W. Greene St, Carlsbad, NM, to the Sandpoint Landfill Office, 164 Landfill Road, Carlsbad, NM.

B. SUMMARY

Awardee will provide a leased fiber optic circuit as described in the Scope of Procurement below.

C. SCOPE OF PROCUREMENT

The scope of the procurement consists of identifying a qualified company to provide a **buried 20 Mbps leased fiber optic circuit without Internet service** connecting Eddy County Administration (second floor wiring closet), 101 W Greene St, Carlsbad, NM 88220 to the Sandpoint Landfill Office, 164 Landfill Road, Carlsbad, NM 88220. The fiber cable must have the ability to upgrade to the speed of 100 Mbps. Vendor will file and receive approval for all of the permits for this construction through the respective jurisdictions of the City of Carlsbad, County of Eddy, and the State of New Mexico. Contractors must be able to complete the service in approximately twelve (12) months after issuance of a Purchase Order or notice to proceed.

D. PROCUREMENT MANAGER

The County of EDDY has designated a Certified Public Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of EDDY.

Roberta Smith

Eddy County Procurement Manager

<u>Delivery Address (Including proposal delivery):</u> 101 W. GREENE // CARLSBAD, NM 88220	<u>Mailing Address:</u> 101 W. GREENE // CARLSBAD, NM 88220
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Phone: 575-887-4820

Fax: 575-628-3275

E-mail: Roberta@co.eddy.nm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Roberta Smith Delivery Address, above.

The Procurement Code, 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.

E. DEFINITION OF TERMINOLOGY

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

"Bidder" is any person, corporation, or partnership who chooses to submit a sealed bid.

"Bid Sample" means a sample furnished by a bidder that shows the characteristics of an items offered in the bid.

"Board of County Commissioners" (also "BOCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Bidder who enters into a binding contract.

"County" means the County of Eddy, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Descriptive Literature" means information available in the ordinary course of business that shows the characteristics, construction or operation of an item.

"F.O.B. Destination" means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause a bid to be declared nonresponsive.

"Invitation for Bids" or "IFB" means all documents, including those attached or incorporated by reference, used for soliciting sealed bids. Also known as "Invitation to Bid" or "ITB"

"Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item. Failure to meet a mandatory item or factor may result in the rejection of the submitted bid.

“MDT” & “MST” mean Mountain Daylight Time (MDT) and Mountain Standard Time (MST). Usage is dependent on which is in effect on the date specified.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a competitive procurement; also referred to as “Purchasing Agent,” and “Chief Procurement Officer.”

"Procuring agency of the County" means the department or other subdivision of the County of Eddy that is requesting the procurement of services or items of tangible personal property.

“Product” means an item of tangible personal property which is defined in the New Mexico Procurement Code as tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.

"Purchase Order” or "PO" means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid Contract.

"Purchasing” means the County of Eddy Purchasing Office or the Eddy County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Eddy.

"Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Invitation for Bids.

"Responsive Bid" means a timely submitted bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. Material respects of an Invitation for Bids include, but are not limited to, price, quality, quantity and delivery requirements.

“Services” means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. "Services" does not include construction.

"State agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the State of New Mexico.

“Successful Bidder” means the lowest priced Responsible Bidder to whom Eddy County, on the basis of the County’s evaluation, makes an award. A Successful Bidder does not become a Contractor until the County signs the Contract signed and submitted by the Bidder.

F. RESIDENT/VETERAN PREFERENCE

The New Mexico Procurement Code provides for preference for resident and resident veteran businesses and contractors under certain conditions. If applicable, the preference will be provided to those bidders that have provided a valid preference certificate with their bid.

In order for a Bidder to receive any of the available preferences, that Bidder must submit a copy of their applicable preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number is not acceptable and will not qualify the Bidder for any preference. Preference does not apply to contracts that use federal funds.

For more information, or to obtain application forms, please go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

Note that only an officially issued preference certificate will be considered. Submission of a copy of a submitted application pending receipt of an officially issued preference certificate is not acceptable.

A **RESIDENT VETERANS PREFERENCE CERTIFICATION** form is included at Appendix E of this Request for Bids.

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 Offerors 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 Bidder must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the Invitation for Bids contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule, though Board of County Commission (BOCC) meetings are subject to change under short notice.

ACTION	RESPONSIBILITY	DATE
1. Issue IFB	Procurement Manager	2/19/2016
2. Return of Acknowledgment of Receipt Form	Bidders	3/3/2016
3. Deadline to Submit Questions	Bidders	3/9/2016
4. Response to Written Questions	Procurement Manager	3/14/2016
5. Submission of Sealed Bids	Bidders	3/22/2016 2:00 p.m.
6. Public Opening	Procurement Manager	3/22/2016 2:00 p.m.
7. Bid Tabulation	IT Dept./Procurement Mgr.	3/23/2016 2:00 p.m.
8. BOCC Approval	BOCC*	4/5/2016
9. Bid Award	BOCC*	4/7/2016
10. Protest Deadline	Offerors	15 DAYS AFTER CONTRACT AWARD
Start of Performance		AS NEEDED

*Contract award is subject to approval of the Board of County Commissioners and per the schedule of their meetings which is subject to change.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue IFB

This Invitation for Bids is being issued by the Eddy County Procurement Manager on behalf of the EDDY COUNTY IT DEPARTMENT.

2. Return of Acknowledgment of Receipt Form

Potential Bidders should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgment of Receipt" form that accompanies this document. Potential Bidders that return the form will be notified of the posting of any questions and answers regarding the procurement and will be notified of any amendments to the IFB that might be issued. Failure to return this form may lead to the potential Bidder not receiving any update notifications.

3. Deadline to Submit Questions

Potential Bidders may submit written questions as to the intent or clarity of this IFB until the close of business on the date indicated in Section II. A. above. **All written questions must be sent by e-mail to the Procurement Manager (Section I. D.)**

4. Response to Written Questions

Written responses to written questions and any IFB amendments will be posted to the Eddy County website, www.co.eddy.nm.us under "Bid Opportunities," under B-16-05. E-mail notification of such posting will be provided to all potential bidders that have returned the "Acknowledgement of Receipt" Form found at Appendix D.

5. Submission of Sealed Bids

OFFEROR BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 2:00 p.m. ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

6. Public Opening

Sealed Bids will be opened publically on the date listed above in the Board of County Commission Chambers in the Eddy County Administration Complex, 2nd floor, Finance Department, 101 W. Greene// Carlsbad, NM// 88220.

The date and time of receipt will be recorded on each Bid. Bids must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "**Sandpoint Landfill Fiber Optic Circuit**" and should reference "**IFB B-16-05**"

7. Bid Tabulation

The evaluation of Bids will be performed by an Evaluation Committee appointed by County management and the Procurement Manager. This process will take place during the time period indicated in Section II.A (Sequence of Events), above.

8. BOCC Approval

All Invitation for Bids will be approved by the Eddy County Board of County Commissioners at an open, public meeting. The date of this IFB's meeting is listed above though it is subject to change at short notice.

9. Bid Award

After review of Bids and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners. **Once a tentative winner is chosen, they will be contacted and instructed to next day mail three (3) signed original copies of the agreement found at Appendix A, including Attachment 1. The tentative awardee and agreement will be presented to the Board of County Commissioners, 4/5/2016.**

10. Protest Deadline

Any protest by an offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and the Eddy County Procurement Policy. The fifteen (15) day protest period for timely offerors shall begin on the day following the contract award and will end at close of business on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Invitation for Bids number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent at:

Eddy County
Attn. Roberta Smith, Procurement Manager
101 W. Greene
Carlsbad, New Mexico 88220

NOTE: Protests received after the deadline will not be accepted or considered.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and the Eddy County Procurement Policy, R-15-15; copies of this policy are available at www.co.eddy.nm.us and/or by request from the Eddy County Procurement Manager.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the Letter of Transmittal Form (Appendix B). Submission of a Bid constitutes acceptance of the *Specifications and Requirements, Response Requirements, Technical Requirements, Award Requirements, and/or Needs* as described in this document by Eddy County.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material, or negotiation associated with its response to this IFB shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this IFB shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the Bid and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

5. Offerors' Rights to Withdraw Bid

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

6. Bid Offer Firm

Responses to this IFB, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

7. No Obligation

This procurement in no manner obligates Eddy County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Procurement Manager and other required approval authorities.

8. Termination

This IFB may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

9. Sufficient Appropriation

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

10. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this IFB. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

11. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

12. Basis for Bid

Only information supplied by the County in writing through the Procurement Manager or in this IFB should be used as the basis for the preparation of offeror Bids.

13. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this IFB. The Evaluation Committee will reject the IFB of any offeror who is not a responsible offeror or fails to submit a responsive Bid as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

14. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities.

15. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

16. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

17. County Rights

The County reserves the right to accept all or a portion of an Offeror's Bid.

18. Right to Publish

Through the duration of this procurement process and contract term, potential offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

19. Ownership of Bids

All documents submitted in response to the IFB shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, by request, at the expense of the Bidder.

20. Ambiguity, Inconsistency or Errors in IFB

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the IFB.

21. Confidentiality

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

22. Electronic mail address required

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

23. Use of Electronic Versions of this IFB

This IFB is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the IFB, Agreements, Appendices and/or Attachments. **In the event of conflict between a version of the IFB in the Offeror's possession and the version maintained by the County, the version maintained by the County shall govern.**

24. Contract Terms and Conditions

The Contract between the County and contractor is contained in the Agreement at the end of this document.

25. Bidder Qualifications

The County may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this IFB. The County will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive bid as defined in Sections 13-1-82 and 13-1-84 NMSA 1978.

Bidders must, upon request of the County, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services.

26. Competition

By submitting a bid, Bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the bid submitted to the County.

27. Use by Other Government Agencies

By submitting a bid, Bidder indicates that they understand and agree that other local public bodies and state agencies within the State of New Mexico, if allowed by their governing directives, may contract for the goods or 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 Eddy County.

28. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of any Agreement resulting from this IFB shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County of Eddy.

25. Delivery and Failure to Meet Order Provisions

- a. No Delivery Before Purchase Order is Issued: No Bidder, including a Bidder to whom an award is made, shall deliver any item of tangible personal property, commence services or start construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the Eddy County Purchasing Department.
- b. Failure to Meet Order Provisions: The County reserves the right to cancel all or any part of an order without cost to the County, if the Contractor fails to meet the provisions of that order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the County due to the Contractor's default.

26. County Furnished Property

County furnished property shall be returned to the County upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

27. Discounts

The Bid Form provides a space for the Bidder to identify prompt payment terms the Bidder is offering, if any. Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the Contract. Discounted time will be computed from the date of receipt of the merchandise, invoice or billing for services, whichever is later.

28. Packing, Shipping and Invoicing

- a. The County's Agreement Number for this IFB (A-16-23) and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
- b. The Contractor's invoice shall be submitted and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

29. Samples

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the County. Samples not destroyed or mutilated in testing will be returned upon request, at Bidder's expense. Each sample must be labeled to clearly show the bid number and item number to which it pertains. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

30. Award Rights

The County reserves the right to award this Invitation for Bids in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in its judgment, best serves the interest of the County.

31. Delivery

All deliveries must be F.O.B. Destination – Freight Pre-Paid, to the Eddy County Sheriff's Office in Carlsbad, NM or Artesia, NM.

32. New Materials

All bid items are to be NEW and of most current production, unless otherwise specified.

33. Addenda

Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Department and Procurement Manager in the form of a written addendum. Any addenda shall become a part of this bid.

It is the responsibility of all persons or businesses considering submitting a bid in response to this solicitation to ensure that they have received all addenda prior to making a bid. Addenda will be posted to Eddy County's website (www.co.eddy.nm.us) via the "Bid Opportunities" link prior to the due date for the receipt of bids. All potential Bidders that have submitted the Acknowledgement of Receipt Form will be notified of the availability of such addenda.

34. Final Award

The award for this IFB shall be based on the lowest responsible bid, which meets minimum specifications based on the specifications listed in Section III "Specifications and Requirements," and Section IV "Response Requirements," below (Including

“Technical Specifications” if listed). Actual requirements will be determined by Eddy County and may be increased or decreased as necessary to meet those requirements. Eddy County does not guarantee any amount of work, services or property needed. The Board of County Commissioners reserves the right to reject any and all bids, to wave technical irregularities, as described above and to accept the bid(s) which in its judgment is most advantageous to Eddy County.

III. SPECIFICATIONS AND REQUIREMENTS

A. MANDATORY SPECIFICATIONS

Awardee will provide for a **buried 20 Mbps leased fiber optic circuit without Internet service** connecting Eddy County Administration (second floor wiring closet), 101 W. Greene St, Carlsbad, NM 88220 to Sandpoint Landfill office, 164 Landfill Road, Carlsbad, NM 88220. The fiber cable must have the ability to upgrade to the speed of 100 Mbps. Vendor will file and receive approval for all of the permits for this construction through the respective jurisdictions of the City of Carlsbad, County of Eddy and the State of New Mexico.

Restrictive Specifications

Specifications stated in this request are not intended to exclude any Bidder. If any Bidder is of the opinion that the specifications as written preclude them from submitting a response to this IFB, it is requested that their opinion be made known to the Procurement Manager, in writing, as soon as possible but preferably at least three (3) working days prior to the bid opening date.

IV. RESPONSE REQUIREMENTS

This section tells prospective Bidders how to prepare and submit their bid in response to this IFB.

A. NUMBER OF RESPONSES

Bidders may submit only one (1) response to this IFB.

B. NUMBER OF COPIES

Bidders shall deliver one (1) signed and sealed bid to the location specified “Sequence of Events,” above, on or before the closing date and time for receipt of bids.

C. BID CONTENTS

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

1. **COMPLETED AND SIGNED** Agreement (Appendix A)
2. **COMPLETED AND SIGNED** Bid Form WITH PRICE(S) (Found at Appendix A, Attachment 1).
3. **DESCRIPTIVE LITERATURE:** Information that shows the characteristics, specifications and operation of Bidders product.
4. **COMPLETED AND SIGNED** Letter of Transmittal Form
5. **COMPLETED AND SIGNED** Request for Taxpayer Information and Certification.
6. **COMPLETED** Veteran’s and/or Resident Business Preference Certification (if applicable).
7. **COMPLETED AND SIGNED** Campaign Contribution Disclosure Form

For this bid, potential awardees will write the price for services as described in the Scope of Work.

Some bids **MUST** contain the following items, if required

1. Licenses/certifications or compliance forms
2. Any other items noted in SPECIFICATIONS AND REQUIREMENTS

Bids **MAY** contain the following **OPTIONAL** item:

1. Resident Business Preference Certificate
2. Resident Veterans Preference Certificate

- **Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of their bid.**

D. BID FORMAT

1. To preclude any possible errors or misrepresentations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening. Failure to comply will be just cause for rejection of the bid.
2. The unit price(s) shall exclude all state and local taxes.
3. *For this bid, potential awardees will write the price for services described in the Scope of Work.*

E. BID SUBMITTAL REQUIREMENTS

Bids must be submitted in a sealed envelope. The bid title, the bid number and the opening date and time should be clearly indicated on the bottom left hand side of the front of the envelope. The Bidder's name shall also appear on the envelope. Failure to properly label the bid envelope may necessitate the premature opening of the bid in order to identify the bid number.

V. BID OPENING, PROCESSING AND AWARD

This section describes how bids received are handled and assessed. It also describes how the award process works as well as the role of the Agreement provided.

A. BID RECEIPT

Bids shall be accepted unconditionally per NMSA 1978, Section 13-1-105 (2005). Only those bids received before the deadline for the receipt of bids will be considered. Bids received after the deadline (“late bids”) will be retained in the procurement file, unopened, and shall not be considered for award.

B. BID OPENING

Bids will be opened and read in public in accordance with Section 13-1-107 of the New Mexico Procurement Code.

C. EVALUATION PROCESS

1. Compliance Review

After the required public opening and reading, all timely received bids will be reviewed for compliance with the requirements and specifications stated within the IFB. Proposals deemed non-responsive to any mandatory requirement or specification may be disqualified.

2. Clarifications

The Procurement Manager may contact the Bidder for clarification of the response.

3. Other Information Sources

The County may use other sources of information to confirm the validity of bids submitted and the ability of the Bidder to perform.

4. Bid Tabulation

The bid price(s) on the Bid Form from timely received and responsive bids will be tabulated (price compared) to identify the lowest price(s) bid. If applicable, the price(s) bid will be adjusted (for comparison and award purposes only) for those Bidders that have submitted a valid Preference Certificate with their bid.

5. Discrepancies in Price(s)

In case of an error in the Extended Price and Unit Price, the Unit Price shall govern.

6. Determination of Lowest Price

After completion of the bid tabulation, the County will examine the results to determine which Bidder offers the lowest price to the County in accordance with the specifications and terms and conditions set forth in the Invitation for Bids.

7. Public Notification of Bid Tabulations and Contract Awards

Bid tabulations and award announcements will be posted to our website within approximately two (2) weeks after BOCC approval; go to www.co.eddy.nm.us and select the “Bid Opportunities” link on the left side of the page.

D. AWARD AND ORDER PROCESS

1. Contract Award

Upon selection for possible Contract award, the County will add the Contractor’s name and signatory information to the signed Contract submitted by the Bidder. The County will then asked for three (3) hand signed copies of the Agreement, including Attachment 1 to be sent next-day mail to the County. Once approved and signed by that approving authority the Contract is officially awarded.

2. Order Process

Upon award, the County will issue a Purchase Order or notice to proceed. Contractor will have approximately twelve (12) months from issuance of this Purchase Order to complete the required services.

Appendix A
AGREEMENT
EDDY COUNTY
SANDPOINT LANFILL FIBER OPTIC CIRCUIT
Agreement #A-16-23

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of EDDY COUNTY, State of New Mexico, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall deliver products or perform the work outlined on the Bid Form AND Price(s) Bid Form attached hereto as **Attachment 1** and incorporated herein by reference. Product(s) shall be delivered or work performed only upon receipt of a valid Purchase Order issued by the County that specifically identifies the products or services to be provided by the Contractor.

2. Compensation.

A. The County shall pay to the Contractor in full payment for product(s) accepted or services satisfactorily performed based on the price(s) found in the Bid Form and Price(s) Bid Form at **Attachment 1**.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

C. The Contractor shall submit an accurate invoice for each purchase. Any reimbursement of taxes due to the Contractor shall be shown as a separate item. Invoices shall refer to this Agreement Number and shall be itemized unless otherwise specified by the County. Invoices are to be mailed to: IT Department, 101 W. Greene, Carlsbad, New Mexico 88220.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

As provided in **Attachment 1** of this contract, the product/services covered hereby shall be delivered by Contractor within twelve (12) months of the County's issuance of its purchase order for such product(s). Time is of the essence in the performance within the time constraints outlined in the **Attachment 1**.

4. Termination.

This Agreement may be terminated by County should insufficient appropriations be made and authorized by the Board of County Commissioners.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors providing product(s) or performing services for the County and are not employees of the County of Eddy. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Agreement.

8. **Subcontracting.**

Not applicable.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Eddy from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor, if any and if applicable, under this Agreement shall become the property of the County of Eddy and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject

of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

i. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

ii. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (a) the Contractor is not a public officer or employee of the County; (b) the Contractor is not a member of the family of a public officer or employee of the County; (c) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (d) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

iii. in accordance with Section 10-16-8(C) NMSA 1978, (a) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (b) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

iv. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

v. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Fifth Judicial District Court in Eddy County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

If applicable, the Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

If applicable, the Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of product(s) delivered or services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

Eddy County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold Eddy County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Eddy County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Eddy from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Eddy and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Non-Collusion.

In signing this bid the Bidder certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the County.

27. Survival.

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement

28. **Succession.**
This Agreement shall extend to and be binding upon the successors and assigns of the parties.
29. **Force Majeure.**
A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.
30. **Mediation.**
In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.
31. **Notice to Proceed.**
It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the Contract at a public meeting or unless it is executed by the Eddy County Manager, if the amount of the Contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully executed copy of the Agreement and one or more valid Purchase Orders issued by the County.
32. **Attorney's Fees.**
In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.
33. **Cooperation.**
All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.
34. **Incorporation and Order of Precedence.**
Invitation for Bids B-16-05 and the Contractor's Bid Form & Price(s) Bid Form are incorporated by reference into this Agreement and are made a part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- i. Any Contract amendment(s), in reverse chronological order; then
- ii. this Contract itself; then
- iii. the Invitation for Bids; then
- iv. the Contractor's Bid Form; then
- v. the Contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the Contractor's bid).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The Contractor shall defend, at its own expense, the County of Eddy against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Eddy based upon the Contractor's trade secret infringement relating to any product or service provided under this Agreement, the Contractor agrees to reimburse the County of Eddy for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Eddy shall:

- i. give the Contractor prompt written notice of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Escalation Clause.

Price escalation due to increased cost to the Contractor is not allowed.

37. Warranties.

Contractor warrants the materials, supplies or services furnished to be exactly as specified, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. Materials furnished by Contractor shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

38. Commercial Warranty.

The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. 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 of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

39. Inspection.

Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

40. Inspection of Plant.

If applicable, the County may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Contract.

41. Late Payment Charges.

Except as otherwise agreed to: late payment charges may be assessed against the user agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

42. Overcharge Resulting from Antitrust Violations.

Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

43. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: County Manager//101 W. Greene//Carlsbad, NM, 888220

To the Contractor: [_____]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.

Contractor: [_____]

By: _____
Contractor

Date: _____

By: Eddy County Board of County Commissioners

Royce O. Pearson, Commission Chairman

Date: _____

Attest:

Robin Van Natta, County Clerk

Date: _____

APPENDIX A - Attachment 1 – Bid Form
SANDPOINT LANDFILL FIBER OPTIC CIRCUIT
Eddy County

To: Eddy County
 Attn. Purchasing
 101 W. Greene
 Carlsbad, NM, 88220

From: _____
 Name of Bidder

 Mailing Address

 City, State & Zip

Responses to Specifications and Requirements

Specifications and Requirements	YES	NO
Bidder certifies they can comply with all requirements identified in Section III. A., "Specifications and Requirements."		
Bidder certifies they can provide services as described throughout B-16-05.		
Bidder certifies they have appropriate license to perform work as specified (copies of licenses must be included as necessary).		

Bidders MUST mark either the "Yes" column or the "No" column for EACH Mandatory Specification. Marking the "No" column, or not marking either column, may lead to the bid being declared non-responsive and being disqualified on that basis.

If bidders take exception to any of the mandatory specifications, each exception must be addressed. Attach such explanations on a separate sheet and included that sheet (s) with the bid. Taking exception to one or more mandatory specifications may lead to the bid being declared non-responsive and being disqualified on that basis.

APPENDIX A
Attachment 1 - Price(s) Bid Form

Responding to Invitation for Bid B-16-05 due not later than **3/22/2016 2:00 p.m.** undersigned Bidder agrees to furnish and deliver the required product(s) or service(s) bid per the specifications upon signed agreement. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

Total Amount Bid\$_____

Total Amount Bid Written in Words:

This bid will be awarded based upon the total amount bid as written in words. Where there are discrepancies between unit price and extended total, UNIT PRICE WILL GOVERN. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

Payment terms (OPTIONAL): Bidder offers a _____% discount for payments made within _____ days of acceptance of the goods or services shown on a correct and valid invoice. Terms of less than twenty (20) days will not be considered.

Please check your calculations before submitting your bid; the Agency will not be responsible for Bidder miscalculations.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

Bidder hereby acknowledges receipt of Addenda

Number _____, Dated _____

Number _____, Dated _____

Number _____, Dated _____

(Add additional if needed)

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bidder Name

Signature of Authorize Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Date

APPENDIX B
LETTER OF TRANSMITTAL FORM

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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	

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	

Bidder must identify any employee(s) or elected official(s) of Eddy County that have a financial interest in the Bidder (one of the two **must** be selected):

_____ No Financial Interest _____ Yes, Financial Interest*
 *Specify by name(s): _____

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I acknowledge receipt of any and all amendments to this IFB.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this IFB.

_____, 2016
 Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

APPENDIX C
REQUEST FOR TAXPAYER INFORMATION AND CERTIFICATION
(In Lieu of IRS Form W-9)

Please complete or make changes to following information:

Vendor Name: _____

Street Address: _____

Mailing Address: _____

City, State Zip: _____

Telephone Number: _____

Fax Number: _____

Representative: _____

Type of Organization (Check One) ()Single ()Partnership ()Corporation
()Government ()Medical Provider

Federal Tax ID No. or Social Security No. _____

New Mexico CRS Number (if applicable): _____

Is your firm designated as a non-profit organization? _____Yes _____No

Is your firm exempt from income tax? _____Yes _____No

Is your firm a dealer of retail supplies or
provide a service for which you furnish parts _____Yes _____No

Payment Terms: Eddy County pays net within 30 days of receipt of invoice unless otherwise stated below:

Certification - Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions: You must cross out item two (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your return.

Signature: _____

Title: _____

APPENDIX D
ACKNOWLEDGEMENT OF RECEIPT FORM

Invitation for Bids

**Sandpoint Landfill Fiber Optic Circuit
for
EDDY COUNTY**

EDDY County Invitation for Bid B-16-05

In acknowledgment of receipt of this Invitation for Bids, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with the Campaign Contribution Disclosure form. The Procurement Manager will use this information to contact you for addenda release, announcements and any other communication regarding this IFB. Failure to return this form can lead to bidders missing crucial information which may affect bid response.

The acknowledgment of receipt should be signed and returned (by fax, e-mail and courier or hand delivery) to the Procurement Manager no later than 3/3/2016.

The firm listed below does/does not (circle one) intend to respond to this Invitation for Bids.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Invitation for Bids.
Please return to:

Roberta Smith
Eddy County Procurement Manager
101 W. Greene
Carlsbad, NM, 88220
Phone: 575-887-4820
Fax: 575-628-3275
E-mail: roberta@co.eddy.nm.us

APPENDIX E
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 1 ending December 31 is less than \$1M allowing me the 10% preference 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 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 \$5M allowing me the 7% preference on this solicitation. 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 §s 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 termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX F

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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)