

CITY OF BELEN

**PURCHASING OFFICE
100 South Main St.
Belen, NM 87002**



INVITATION TO BID

IFB: #2013-02

**CITY OF BELEN WASTEWATER TREATMENT PLANT
BLOWER ADDITION**

ISSUE DATE: 3/29/13

BID OPENING: 04/29/13

**PUBLIC NOTICE
INVITATION TO BID**

Notice is hereby given that the City of Belen, State of New Mexico calls for Sealed Bids for:

CITY OF BELEN WASTEWATER TREATMENT PLANT BLOWER ADDITION

An entire copy of this INVITATION TO BID may be obtained by contacting the City of Belen Procurement Manager at:

Leona Vigil, Procurement Manager
100 South Main Street
City of Belen, NM 87002
Phone & Fax: 505-966-2740
leona.vigil@belen-nm.gov

OR:

On the City's web-site at www.belen-nm.gov

Interested parties may obtain a copy of the Construction Contract Bid Documents for a deposit of \$50.00 from:

ACADEMY REPROGRAPHICS
8900-N San Mateo NE
Albuquerque, NM 87113
Phone: (505) 821-6666

Checks must be made to the City of Belen. No cash will be accepted. Deposit will be refunded for Contract Documents if returned in good, unmarked condition within 10 calendar days of the Bid opening. Checks will be retained and deposited by the City of Belen after this date.

Sealed Bids must be received by the City of Belen, at the City of Belen, Municipal Building, 100 South Main Street, Belen, New Mexico 87002 no later than **April 29, 2013 at 10:00 A.M.**

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

The City of Belen reserves the right to reject any/all Bids and waive all informalities.

City of Belen

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I. INTRODUCTION

A. PURPOSE OF THIS INVITATION TO BID

The CITY OF BELEN is requesting competitive sealed Bids for the installation of a new centrifugal blower at the City's wastewater treatment plant, including mechanical and electrical equipment and all other necessary appurtenances. The successful firm will be required to execute a construction contract provided in the Contract Documents. The scope of services, including the time for performance will be as described in the Contract Documents.

B. SUMMARY SCOPE OF WORK

Work under this contract includes, but is not limited to, the following:

- Blower installation; electrical; mechanical; building and equipment modifications.
- Startup assistance

C. SCOPE OF PROCUREMENT

The scope of procurement is as described in the Contract Bid Documents entitled: *City of Belen Wastewater Treatment Plant Blower Addition - September 2012.*

D. PROCUREMENT MANAGER

The City of Belen has designated a Procurement Manager who is responsible for the conduct of this procurement whose name; address and telephone number are listed below. All Deliveries via express carrier should be addressed as follows:

Leona Vigil
Procurement Manager
100 South Main Street
City of Belen, NM 87002
Phone & Fax: 505-966-2740
leona.vigil@belen-nm.gov

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. Any question, comment or concern will be shared with all interested parties to this Bid.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the IFB contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

	TASK	DATE COMPLETE
1	Issue IFB	03/29/13
2	Return of "Acknowledgment or Receipt" Form	04/10/13
3	Site Visit/Pre-Bid Conference	N/A
4	Deadline to Submit Written Questions	04/16/13
5	Response to Written Questions	04/18/13
6	Submission of Bids/Public Bid Opening	04/29/13
7	Bid Tabulation	04/29/13
8	Award of Contract to Selected Offeror; City Council	05/06/13
9	Protest Deadline	05/21/13
10	Preconstruction Meeting; Executed Contract; Notice to Proceed	TBD

B. EXPLANATION OF EVENTS

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

1. Issuance of IFB - The City of Belen is issuing this IFB.
2. Return of "Acknowledgment Receipt" Form - Potential Bidders should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document (See Appendix A). 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. The form should be returned by the close of business on the date indicated in Section II.A (Sequence of Events), above. Failure to return this form shall constitute a presumption of receipt and rejection of the IFB and the potential Bidder may not receive any update notifications.

3. Site Visit / Pre-Bid Conference – Not Applicable
4. Deadline to Submit Written Questions - Offerors may submit written questions as to the intent or clarity of this IFB to the Procurement Specialist, as indicated in the Sequence of Events. All written questions must be addressed to the Procurement Specialist as declared in Section I, Paragraph D.
5. Response to Written Questions - Written responses to written questions will be distributed by email as indicated in the Sequence of Events to all potential Offerors whose organization name appears on the log of Offerors maintained by the Procurement Specialist.
6. Submission of Bid/Public Bid Opening - All Bids must be received for review by the procurement manager no later than **April 29, 2013 at 10:00 A.M.** Bids will be opened and read aloud in a public forum promptly at 10:00 A.M. Bids received after this deadline will not be accepted. The date and time will be recorded on each Bid. Bids must be addressed and delivered to the Procurement Specialist at the 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 IFB for the **City of Belen Wastewater Treatment Plant Blower Addition**. Bids submitted by facsimile or email will not be accepted.

A public log will be kept of the names of all offerors organization, the amount of each bid item, and other relevant information. Pursuant to Section 13-1-116 NMSA 1978, the contents of any Bid shall not be disclosed to competing offerors prior to contract award. Bidders are encouraged to attend.

7. Bid Tabulation - Subsequent to the bid opening, the bids will be assessed for responsiveness. Responsive Bids will be tabulated (price compared) to identify the lowest price(s) submitted. During this time, we may initiate discussions with offerors who submit responsive or potentially responsive Bids for the purpose of clarifying aspects of the Bids, but Bids may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.
8. Award of Contract to Selected Offeror – The Procurement Manager will present the Bid Tabulation and pertinent facts to the City Council at the imminent Council Meeting. The Governing Body of the City of Belen will award the contract to the successful bidder.

Upon this approval, a Notice of Award will be delivered to the successful Offeror, which will include instructions regarding Offeror's delivery of executed copies of the Contract Agreement and the required Bonds.

9. Protest Deadline - Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of close of business on the 15th day. Protests must be written and must include the name and address of the protestor and the Invitation to Bid number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the City of Belen. The protest must be delivered to the City of Belen. Protests received after the deadline will not be accepted.
10. Preconstruction Meeting; Execute Contract Agreement - The successful Offeror will deliver the required copies of signed originals of the Contract Agreement to the Preconstruction Meeting for signature by the City of Belen. In addition, the successful Offeror will deliver the required copies of executed Bonds. A general discussion of the key elements of the Contract Documents will be conducted by the Engineer. Other project elements and issues will be discussed as needed between all project participants. A Notice to Proceed will also be issued at the Preconstruction meeting. This meeting will be held at the date and time indicated in the Sequence of Events.

C. GENERAL REQUIREMENTS - TERMS AND CONDITIONS

This procurement will be conducted in accordance with the New Mexico State Procurement Code, 13-1-1 through 199, NMSA 1978 and the State Purchasing Agent's procurement code regulations, 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement - Submission of a Bid constitutes acceptance of the Conditions Governing the Procurement and the Evaluation Factors contained in this IFB.
2. Incurring Cost - Any cost incurred by the Offeror in preparation, transmittal, presentation of any Bid or material submitted in 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 City of Belen. The City of Belen will make contract payments to only the prime contractor.
4. Subcontractors - The prime contractor must perform all work that may result from this procurement. The prime contractor is responsible for all work that may result from this procurement. The contractor will act as the prime & project manager; subcontracting of work is allowed, but the prime is still responsible for the work completed. Subcontracting work does not absolve the prime contractor in any manner. **More specific requirements for subcontractors are included in the Standard General Conditions of the Construction Contract.**

5. Amended Bids - An Offeror may submit an amended Bid before the deadline for receipt of Bids. Such amended Bids must be complete replacements for a previously submitted Bid and must be clearly identified as such in the transmittal letter. The City of Belen personnel will not merge, collate, or assemble Bid materials.
6. Offerors' Rights to Withdraw Bid - Offerors will be allowed to withdraw their Bids 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 Specialist. The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.
7. Bid Offer Firm - Responses to this IFB, including Bid prices, will be considered firm for ninety (60) days after the due date for receipt of Bids or sixty (30) days after receipt of a best and final offer if Offeror is invited or required to submit one.
8. Disclosure of Bid Contents - The Bids will be kept confidential until a contract is awarded. At that time, all Bids and documents pertaining to the Bids will be open to the public, except for the material that is proprietary or confidential. The Procurement Specialist will not disclose or make public any pages of a Bid on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspection of the non-confidential portion of the Bid. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the City of Belen shall examine the offeror's request and make a written determination that specifies which portions of the Bid should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the Bid will be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
9. No Obligation - This procurement in no manner obligates the City of Belen or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.
10. Termination - This IFB may be canceled at any time and any and all Bids may

be rejected in whole or in part when the City of Belen determines such action to be in the best interest of the City of Belen.

11. Sufficient Appropriation - Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the contractor will effect such termination. The City of Belen's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
12. Legal Review - The City of Belen 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 Specialist.
13. Governing Law - The laws of the State of New Mexico shall govern this procurement and any agreement with Offerors that may result.
14. Basis for Bid - Only information supplied by the City of Belen in writing through the Procurement Specialist or in this IFB should be used as the basis for the preparation of Offeror Bids.
15. 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 Bid of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
16. Right to Waive Minor Irregularities - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
17. Change in Contractor Representatives - The City of Belen reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the City of Belen, meeting its needs adequately.
18. Notice - The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
19. City of Belen Rights - The City of Belen reserves the right to accept all or a portion of an offeror's Bid.
20. Right to Publish - Throughout the duration of this procurement process and

contract term, potential Offerors, Offerors and contractors must secure from the City of Belen 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 Bid or termination of the contract.

21. Ownership of Bids - All documents submitted in response to this Invitation to Bid shall become the property of the City of Belen. However, any technical or user documentation submitted with the Bids of non-selected Offerors may be returned after the expiration of the protest period.
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. State and Local Ordinances - In submitting a Bid, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the IFB dealing with federal, state, and local requirements that are part of this IFB. The successful Offeror(s) shall perform work under the resultant Contract in strict accordance with the latest version of all federal, state and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the successful Offeror(s). In the event of a conflict between various codes and standards, the more stringent shall apply.
24. Status of Successful Offerors - The successful Offeror(s) is an independent contractor performing services for the City of Belen and neither he/she nor his/her agents or employees shall, as a result of the resultant Contract, accrue leave, retirement, insurance, bonding authority, use of City of Belen vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the City of Belen. The successful Offeror(s) acknowledges that all sums received under the resultant Contract are personally reportable by him/her for income, self-employment and other applicable taxes.
25. Offeror's Additional Terms and Conditions - Offerors must submit with the Bid a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City of Belen.

III. RESPONSE FORMAT AND ORGANIZATION

- A. NUMBER OF RESPONSES. Offerors shall submit only one response to this Invitation to Bid.
- B. NUMBER OF COPIES. Offerors shall deliver one (1) signed, sealed, original Bid to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of Bids.
- C. BID FORMAT. All Bids **must** contain the following and address the items in the order in which they appear in this IFB.
1. Bid Content and Organization
 - a) Letter of Transmittal (appendix)
 - d) Completed Bid Form From Contract Documents
 - g) Campaign Contribution Disclosure Form
 - d) Performance Bond
 - e) License/Certifications
 - f) Wage Rate Form

Bids **may** contain the following:

- j) Resident Veteran's Preference Certification - Appendix A (Optional)
 - k) Resident Contractor's Certification Number - Appendix B (Optional)
 - l) Resident Business Preference
2. Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of their bid. (A Bid Submittal Checklist is provided at Appendix E to assist Bidders in insuring they are submitting a complete and proper bid.) Any Bid that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.
 3. 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.
 4. The unit price(s) shall exclude all state and local taxes.
 5. Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

IV. MANDATORY SPECIFICATIONS

A. Mandatory Specifications

1. Public Works Project Requirements (attached in the Specifications)

1. Bonds and Insurance

Requirements for bonds and insurance are included in the construction Contract Documents.

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 Contract provided in Appendix B and the role of Purchase Orders that may follow Contract award.

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. See Section II.B.7, above, for specific information.

C. EVALUATION PROCESS

1. Compliance Review

After the required public opening and reading, all timely receive 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 or Purchasing Agent may contact the Bidder for clarification of the response as specified in Section II.B.8.

3. Other Information Sources

The City may use other sources of information to confirm the validity of bids submitted and the ability of the Bidder to perform as specified in Section II.C.15.

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 City will examine the results to determine which Bidder offers the lowest price to the City 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 awarded Contracts will be posted to our website within approximately two (2) weeks after the bid opening date. To access go to <http://www.belen-nm.gov> and select the “Purchasing/Sell to the City” link on the right side of the page.

D. AWARD AND ORDER PROCESS

1. Contract Award

Upon selection for possible Contract award, the City will add the Contractor’s name and signatory information to the signed Contract (Appendix B) submitted by the Bidder and it will be submitted to the City Councilors with a recommendation for award(s).* Once approved and signed by the City Council the Contract is officially awarded.

*Bidders may place their company name and signatory information in the highlighted areas of the signed Contract they submit, if desired.

2. Order(s)

A successful Bidder SHOULD NOT begin to deliver products or begin performance based solely on Contract award as detailed above. A successful Bidder may only deliver products or begin performance AFTER the receipt of an approved Purchase Order issued by the City of Belen Purchasing Department. Failure to comply is AT THE CONTRACTOR’S RISK and the City shall not be liable to pay for any products delivered or services performed prior to the issuance of an approved Purchase Order.

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT FORM
IFB 2013-02**

INSTALLATION OF BLOWER

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 Appendix F.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than April 10, 2013.

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:

Leona Vigil
City of Belen Purchasing
100 South Main St.,
Belen, NM 87002
Phone & Fax: (505) 966-2740
E-mail: leona.vigil@belen-nm.gov

**APPENDIX B
LETTER OF TRANSMITTAL FORM**

Failure to completely respond to all sections of this Letter of Transmittal **will** result in Disqualification of the entire bid.

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

Name	
Address	
City, State, Zip	
Telephone Number	

2. List the person responsible for submitting and the contents of this IFB :

Name	
Title	
E-Mail Address	
Telephone Number	

3. Bidder must identify any employee(s) or elected official(s) of City of Belen 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):** _____

4. Declarations: 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.

_____, 2013

Authorized Signature and Date (**Must be signed by the person identified in section 2**)

APPENDIX C

Resident Veterans' Preference Certification

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

Pursuant to 13-1-21, Section 5 Paragraph F NMSA 1978 I certify that my business has not exceeded the aggregate of ten million dollars (\$10,000,000.00) in public works contracts by public bodies for the last calendar year starting January 1 and ending December 31.

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this bid or Bid. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or Bid. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or Bid. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

APPENDIX D

Resident Contractor Preference Certification Number

In accordance with NMSA 13-1-22, a contractor shall acquire a certification number from the New Mexico Taxation and Revenue Department prior to bidding or proposing on a contract as a Resident Contractor.

This is to certify that _____ has been certified as a
(Business Name)

Resident Contractor by the New Mexico Taxation and Revenue Department.

Certification Number: _____

Authorized Signature: _____ Date _____

RESIDENT CONTRACTOR CERTIFICATE ISSUED BY THE STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT MUST BE ATTACHED TO THIS
APPLICATION.

APPENDIX E

Campaign Contribution Disclosure Form

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“Pendency of the procurement process” means the time period commencing with the public notice of the Invitation to Bid and ending with the award of the contract or the cancellation of the Invitation to Bid.

“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 Bid process set forth in the Procurement Code or is not required to submit a competitive sealed Bid because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

APPENDIX F

Definition of Terminology

This section contains _____ re used throughout this procurement document.

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

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

"Determination" means the written documentation of a decision by the Procurement Specialist including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the City of Belen management to perform the evaluation of offeror Bids will be chaired by the Procurement Specialist.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the City of Belen Governing Body for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Invitation to Bid and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the offeror's Bid.

"Offeror" is any person, corporation, or partnership that chooses to submit a Bid.

"Procurement Specialist" means the person or designee authorized by the City of Belen to manage or administer a procurement requiring the evaluation of competitive sealed Bids.

"Invitation to Bid" or "IFB" means all documents, including those attached or incorporated by reference, used for soliciting Bids.

"Responsible Offeror" means an offeror who submits a responsive Bid and who has furnished, when required, information and data to prove that his 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 described in the

Bid.

"Responsive Offer" or "Responsive Bid" means an offer or Bid, which conforms in all material respects to the requirements set forth in the Invitation to Bid. Material respects of a Invitation to Bid include, but are not limited to, price, quality, quantity or delivery requirements.