



SEALED BID 22-006
FOR
VEHICLE MAINTENANCE AND TIRE REPAIR SERVICES CONTRACT

OTERO COUNTY

NIGP CODE # 92804-92895

BID DEADLINE: THURSDAY, SEPTEMBER 23, 2021
@ 4:00 P.M.

PROCUREMENT AGENT: GINGER HERNDON

INVITATION FOR BIDS

THE COUNTY OF OTERO IS REQUESTING COMPETITIVE SEALED BIDS FOR THE FOLLOWING GOODS OR SERVICES:

TITLE: **VEHICLE MAINTENANCE AND TIRE REPAIR SERVICES FOR OTERO COUNTY**

BID NO.: **22-006**

OPEN: **THURSDAY, SEPTEMBER 23, 2021 @ 4:00 P.M. (LOCAL TIME)**

FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT
PHONE: (575) 434-0710

THE OFFICE OF THE PURCHASING AGENT, COUNTY OF OTERO WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

VIA MAIL

OTERO COUNTY PURCHASING
1101 NEW YORK AVE. ROOM 118
ALAMOGORDO, NM 88310

HAND CARRIED

OFFICE OF THE PURCHASING AGENT
1101 NEW YORK AVE ROOM 118
ALAMOGORDO, NM 88310

ANY BIDS RECEIVED AFTER BID OPENING DATE/TIME WILL BE RETURNED UNOPENED. PLEASE USE THE ENCLOSED MAIL LABEL ON THE OUTSIDE OF YOUR ENVELOPE.

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

PART I - INSTRUCTIONS

BID INSTRUCTIONS AND PROCUREMENT INFORMATION

DUE DATE - Bids will be received at the office of the Otero County Purchasing Department, 1101 New York Ave, Room 118, prior to 09/23/21 at 4:00 P.M. (Local time) at which time the sealed bids will be opened and recorded as received.

The sealed envelope containing the completed Invitation to Bid and literature must be marked with the Bid Title and Bid Number and delivered to:

Otero County Purchasing Department
1101 New York Ave, Room 118
Alamogordo, NM 88310

Any and all bids not received by the Submission Date shall be rejected and returned unopened

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

ACTION	RESPONSIBILITY	DATE
1. ISSUE OF BID	Procurement Manager	08/22/21
2. SUBMISSION OF BID	Potential Offerors	9/23/21 @3:00 PM
3. COUNTY COMMISSION APPROVAL	County Commissioners	10/14/21

Contract award is subject to approval of the Board of County Commissioners.

APPROPRIATIONS - The terms of the Agreement are contingent upon sufficient appropriations and allocations being made by the County or other funding agency. If the County or other funding agency does not make sufficient appropriations and authorization, the agreement shall, notwithstanding any other provisions of the agreement, terminate immediately upon Contractor's receipt of written notice of termination from the County. Otero County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final

3. BRIBES, GRATUITIES AND KICK-BACKS - Pursuant to 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

4. CLARIFICATIONS - Any inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing. Purchasing Agent Contact information is Ginger Herndon, Alamogordo, NM 88310, 575-

434-0710 or gherndon@co.otero.nm.us. Offerors may contact ONLY the Purchasing Agent regarding the terminology stated in the procurements document. Other County employees do not have the authority to respond on behalf of the County.

4.1 Offerors shall promptly notify the County Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the ITB. Any response made by the County will be provided in writing to all contractors by addendum, No verbal responses shall be authoritative.

4.2 No Addendum will be issued later than three (3) days prior to the date for receipt of Bids, except an Addendum withdrawing the Invitation to Bids or one which includes postponement of the date for receipt of bids.

5. **COLLUSION** - No contractor shall be interested in more than one bid. Collusion among contractors or the submission of more than one bid under different names by any firm or individual shall be cause for rejection of all bids without consideration. The enclosed Non-Collusion Affidavit must be executed along with the Bids.

6. **COMPETITION** - In signing a contract with Otero County the Contractor certifies that the Contactor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the County.

7. **CONTACTS** - Offerors **MAY NOT** contact other Otero County Departments, the Otero County Manager or her staff, members of the Otero County Board of County Commissioners or their staff, and any other Otero County Elected Official or their staff regarding inquiries or requests regarding clarification to this ITB. All inquiries or request regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.

8. **CONTRACTS** - The contract between Otero County and a Contractor will follow the format specified by the County and contain the terms and conditions set forth in the attached "Sample Contract". The contents of this ITB, as revised and/or supplemented, and the successful offeror's bid including best and final offer will be incorporated into and become part of the contract.

8.1 Should an Offeror object to any of the County's terms and conditions contained in the Procurement Section or in the "Sample Contract", that Offeror must propose specific alternative language with the proposal. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

8.2 Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the County, such terms must be clearly identified in the proposal.

COST - All costs incurred by a Proposer in connection with responding to this Bid, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

10. DEBARMENT & SUSPENSION - The Proposer (offeror) certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.

IMPORTANT: READ CAREFULLY BEFORE SUBMITTING BIDS. FAILURE TO DO SO SHALL NOT ABSOLVE THE BIDDER FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.

1. **APPLICABILITY:** Except as otherwise specifically provided in this bid, these General Instructions, Terms and Conditions shall govern the procurement of the items specified in this bid. In the event of a conflict between these General Instructions, Terms and Conditions, Supplemental Conditions or the specifications of this bid, the order of application shall be the Specifications, Supplemental Conditions and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance and promulgated Rules and Regulations shall apply.
2. **DEFINITIONS:** As used in this bid, the definitions of the Public Purchases Ordinance apply including the following.
 - A. **"Bid"** means all documents, including those attached or incorporated by reference, issued by the Purchasing Department for soliciting offers to provide goods, services or construction.
 - B. **"Contract"** means any agreement for the procurement of goods, services, construction or concessions. A Purchase Order issued in response to an offer constitutes a contract.
 - C. **"Contractor"** means an offeror who has been awarded a contract.
 - D. **"County"** means the County of Otero, New Mexico.
 - E. **"Purchase Order"** means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
 - F. **"Purchasing Office"** means the Purchasing Department of the Office of the Manager of the County.

- G. **"Purchasing Agent"** means the person charged with the responsibility of administering the Department.
- H. **"Bidder"** means a business that submits a response to a competitive I.
"Responsible Bidder" means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the offeror's capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
- J. **"Responsive Bid"** means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- K. **"Successful Bidder"** means the lowest Responsible Bidder to whom Otero County, on the basis of the County's evaluation, makes an award. A Successful Bidder does not become a contractor until a purchase order is signed by the County.

12. **EXCEPTIONS** - Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

13. **EQUAL OPPORTUNITY** - The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

14. **GROSS RECEIPTS TAX** - New Mexico Statutes requires that the proposal amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency (owner) shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into.

The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

15. **INCOMPLETE RESPONSES** - The County reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or is not responsive to the requirements of this ITB.

16. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

	STANDARD INSURANCE	Limits not less than
X	Commercial and General Liability	\$ 1,000,000/\$3,000.00
	Automobile Liability	\$1,000,000/\$1,000,000
X	Worker's Compensation as required by State Law	As required by Law
X	Other legally required of the employer or for the contractor's occupation/profession.	As required by Law
	SPECIALIZED INSURANCE	
	Professional Liability	\$1,000,000
	Medical and Clinic Liability under Federal Tort Claims Act (FTCA)	\$1,000,000

17. **IRREGULARITIES** - The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County.

18. **NEW MEXICO BUSINESS/CONTRACTOR PREFERENCE** - Bids submitted by resident business/contractor shall be deemed five percent (5%) lower than the bid actually submitted. To receive a resident contractor preference a business must submit, with its bid, a copy of a valid resident contractor certification issued by the New Mexico Taxation and Revenue Department. This will not apply when the expenditure includes Federal funds, Chapter 13-4-3

19. **NO OBLIGATION** - This procurement in no manner obligates Otero County until a valid signed contract is executed.

20. **PROCUREMENT UNDER EXISTING CONTRACTS** - In accordance with NMSA 13-1-129 of Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing

directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by Otero County.

21. **BID AWARD** -The County reserves the sole right to:

21.1 Determine responsible Bidders and responsive proposals.

a. Responsible Bidder: A Proposer 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 construction described in the Invitation to Bid.

b. Responsive Bid: A proposal which conforms in all material respects to the requirements set forth in the Invitation to Bid.

21.2 Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought. Reject any or all proposals in part or in whole.

22. **PROTESTS** - Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest shall be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

22.1 In the event of a timely protest under this section, the County will not proceed further with the procurement unless the Purchasing Department makes a determination that the award of Agreement is necessary to protect substantial interests of the County (§13-1-173 NMSA 1978).

22.2 The Purchasing Manager or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

22.3 The Purchasing Manager or his designee will promptly issue a determination relating to the protest. The determination will:

A. state the reasons for the action taken; and

B. inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

22.4 A copy of the determination issued under §13-1-175 NMSA 1978 will immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

23. **REJECT ALL** - Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, Otero County reserves the right to reject any and all proposals, whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.

24. **RESIDENT VETERANS PREFERENCE** – In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans’ businesses are to receive the following preferences:

- a. Resident veteran’s businesses/contractor with annual revenues of \$1 million or less will be deemed ten percent (10%) lower than the bid actually submitted.
- b. Resident veteran’s business/contractor with annual revenues of more than \$1 Million but less than \$5 Million will be deemed eight percent (8%) lower than the bid actually submitted.
- c. Resident veteran’s business/contractor with annual revenues of more than \$5 Million will be deemed seven percent (7%) lower than the bid actually submitted.

This preference is separate from the current in-state preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran business/contractor certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase.

25. **ITB RESPONSES** - By responding to this ITB, Proposers acknowledge and consent to the rights and conditions set forth in this ITB.

26. **SOLE INTERPRETER** - Otero County has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications and sole judge as to whether the item proposed or any part or fitting thereof complies with the specifications.

PART II: THE PROCUREMENT

Otero County seeking bids from qualified vendors to provide Vehicle Maintenance for Otero County this will include all emergency vehicles.

SECTION C – SUBMITTAL FORMAT

Submit One (1) original copy of your bid in the following order:

- 1. Completed Cover Letter – Signature Form (see Part III – Required Forms)
- 2. Bid Cost Schedule (see Part III – Required Forms)

APPENDIX A – Campaign Contribution Disclosure Form

APPENDIX B—Resident Veterans Form

APPENDIX C – Related Party Disclosure Form

APPENDIX D – Certification Regarding Debarment & Suspension

APPENDIX E – Non-Collusion Affidavit

4. Copy of Business License

5. Other Documents checked as required in the Checklist (See Part III)

SPECIFICATIONS

THE COUNTY OF OTERO IS REQUESTING BIDS FOR VEHICLE MAINTENANCE, PARTS AND MECHANICAL REPAIRS, TO INCLUDE UNLEADED AND DIESEL USED VEHICLES, AND OFF-ROAD VEHICLES.

OTERO COUNTY HAS EMERGENCY VEHICLES AND IT IS IMPORTANT THAT THE WORK BE DONE ON A PRIORITY BASIS IF REQUESTED AND THE VEHICLE RETURNED TO SERVICE IN A TIMELY MANNER.

ALTHOUGH THIS MAINTENANCE CONTRACT IS INDICATED AS WORK PRIMARILY FOR EMERGENCY VEHICLES, THIS CONTRACT WILL ALSO BE VALID AND AVAILABLE TO ALL COUNTY DEPARTMENTS AND VEHICLES.

JOBS TO INCLUDE BUT NOT LIMITED TO:

1. NORMAL MAINTENANCE ITEMS SUCH AS: OIL & FILTER CHANGES, LUBRICATION, AIRFILTERS, BRAKE, BRAKE PADS AND SHOES, DRUMS & ROTORS, FRONT WHEEL BEARINGS, ALIGNMENTS, TRANSMISSION SERVICE, SUSPENSION/STEERING, COOLING SYSTEM, EXHAUST SYSTEM, BELTS, ENGINE TUNING, A/C SYSTEM, POWER STEERING, ALTERNATORS, SMOG CONTROL, CARBURETORS, FUEL PUMPS, TIMING CHAIN, U-JOINT AND DRIVE SHAFT, LIMITED SLIP REAR END OIL.
2. SPECIALIZED MAINTENANCE OR REPAIR SUCH AS: INTERNAL ENGINE REPAIRS, REBUILDING OF ENGINES, ENGINE REPLACEMENT, AUTOMATIC TRANSMISSION REPAIRS / REBUILDING, MANUAL TRANSMISSION REPAIRS / REBUILDING, CLUTCH, PRESSURE PLATE, FLYWHEEL TRUING OR REPLACEMENT.
3. EMERGENCY VEHICLE SYSTEMS AND COMPONENTS SUCH AS: PUMPS, MANIFOLDS, VALVES, GAUGES, EMERGENCY LIGHTING (LIGHTS, SWITCHES, RELAYS AND WIRING), CAMERA SYSTEMS, CAGES, GUN LOCKS.
4. HEAVY EQUIPMENT REPAIRS FOR OFF ROAD TYPE VEHICLES: MOTOR GRADERS, BACKHOES, LOADERS, DOZERS, EXCAVATORS, ETC... HYDRAULIC PUMP REPAIRS, HYDRAULIC CYLINDER REPAIRS / REBUILDING, HYDRAULIC HOSES, ELECTRIC AND HYDRAULIC CONTROL SYSTEMS.
5. BODY REPAIR AND MAINTENANCE SUCH AS: REPAIRS AND PAINTING OF VEHICLES DUE TO RUST OR CORROSION, ACCIDENTS, WEAR, FATIGUE, ADDING OR MODIFYING BODY COMPONENTS FOR ADDING NEW SYSTEMS OR EQUIPMENT. WORK TO BE PERFORMED ON STEEL, STAINLESS STEEL AND ALUMINUM BODIES. (NOTE BY EXCEPTION WHAT TYPES OF METALS YOU CANNOT PERFORM REPAIR ON BELOW)
6. TIRES AND RIMS TO INCLUDE: TIRE SALES, REPAIRS, FLAT REPAIRS, RIM REPLACEMENT, BALANCING, OR ANY OTHER TECHNOLOGY PERTAINING TO TIRE REPAIR, MAINTENANCE OR LONGEVITY (INCLUDES AIR PRESSURE MONITORING SYSTEMS).

IDENTIFY BY CATEGORY NUMBER WHICH JOBS YOUR COMPANY IS ABLE TO PERFORM.

1. Y N 2. Y N 3. Y N 4. Y N 5. Y N 6. Y N

Note any exceptions here: _____

**FORM B
 BID SHEET**

ORGANIZATION NAME: _____
 proposes to furnish and complete work required by the BID DOCUMENTS for **VEHICLE
 MAINTENANCE AND TIRE REPAIR SERVICES CONTRACT**

Any attached GENERAL and TECHNICAL SPECIFICATIONS, are incorporated herein and made apart hereof the BID DOCUMENTS.

The BIDDER agrees to perform all the Work described in the BID DOCUMENTS in accordance with the bid prices set forth below.

The bidder may bid one or both items, either will be considered. The total bid consists of the following detailed line items:

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE PER HOUR	COMMENTS
1	STANDARD COMMERCIAL SHOP LABOR		
2	DISCOUNTED COMMERCIAL SHOP LABOR		
3	TOWING RATES		
4	TRAVEL COSTS PER HOUR/MILE (HOW MANY MILES)		
		TOTAL % OFF PARTS	
1.	TIRES AND RIMS		
2.	REPLACEMENT PARTS MATERIALS, FREIGHT INCLUDED		

PLEASE INCLUDE ALL YOUR COST YOU WILL BE BIDDING ON YOU CAN ATTACH EXTRA COST SHEETS IF YOU NEED TO.

PART III REQUIRED FORMS

NEW MEXICO RESIDENT PREFERENCE NOTICE

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended during the 2011 Special Legislative Session, a respondent who submits within its proposal a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for preference as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a “resident business” or “resident contractor”. Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may download application forms at the following web address:
<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

Also, until such time that changes to relevant County Procurement Code sections are adopted by the County Council, current sections within the County Procurement Code that are not consistent with the above amended statute are deemed contrary to law and waived for purpose of proposal evaluation and award.

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

To receive a 10% veteran preference, submit a Resident Veteran Business / Contractor certificate issued by the NM Tax & Revenue Department. **Effective July 1, 2016 per New Mexico House Bill 93, certificates issued under previous legislation is no longer valid.**

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-6225 or may apply online at the follow address

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

SIGNATURE FORM

BID 22-006 VEHICLE MAINTENANCE AND TIRE REPAIR SERVICES

Due Date/Time 9/23/21 @ 3:00 pm

Location: 1101 New York Ave, Alamogordo, NM 88310

Procurement Officer: Ginger Herndon Purchasing Agent CPO Email: gherndon@co.otero.nm.us

As applicable, all items below must be completed in full. Failure to complete may be grounds for disqualification.

Legal Name of Submitting Organization _____

Person authorized to negotiate and contractually obligate the Organization:

Name _____ Title _____

Email _____ Phone _____ Cell _____

Street Address _____

County / State / Zip _____

Alternate Contact Information:

Name _____ Title _____

Email _____ Phone _____ Cell _____

NM in State Resident Preference Number (copy must be attached) _____

NM Resident Veteran's Preference Number (copy must be attached) _____

Bidder acknowledges receipt of the following Addenda _____

On behalf of the submitting organization above:

Y N

I accept all Terms and Conditions Governing this Procurement as required.

I acknowledge receipt of any and all amendments to this Bid.

I have read and concur with the terms and conditions of the County's contract documents, and, if objections, I have provided suggested alternative language in my response.

I concur, as applicable, that submission of this bid or proposal constitutes acceptance of Evaluation Factors.

I concur, as applicable, to FOB Point: Destination Alamogordo, New Mexico, acknowledge brand names and numbers are for reference only, that equivalents will be considered and that I must be prepared to furnish complete data to prove product(s) meet or exceed specifications.

Our organization is committed to and will comply and act in accordance with the following:

1. Federal Executive Orders relating to the enforcement of civil rights;
2. New Mexico State Statutes and County of Otero County Ordinances regarding enforcement of civil rights;
3. Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
4. Executive Order No. 11246, Equal Opportunity in Federal Employment;
5. Title 6, Civil Rights Act of 1964; and
6. Requirements of the Americans with Disabilities Act of 1990 for work performed under this contract.

Authorized Signature

Date

APPENDIX A

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.

“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) **Commissioners Gerald Matherly, Couy Griffin, Vickie Marquardt, Assessor Steve Boyle; Clerk Robyn Holmes; Probate Judge LaTanya Boyce; Treasurer Laura Whiteside; Sheriff David Black**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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)

MUST BE SIGNED OR WILL BE DISQUALIFIED

APPENDIX B

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 ONLY ONE BOX

_____ I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by Otero County with New Mexico Tax & Revenue

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

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

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

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's 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 an award if the statements are proven to be incorrect*

APPENDIX C

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Otero?

Yes _____ No _____

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Otero and have you had any of the following transactions, to which Otero County was, is to be, a party?

Yes No

Sales, Purchase or leasing of property? _____

Receiving, furnishing of goods, services
or facilities? _____

Commissions or royalty payments _____

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Otero, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Otero?

Yes _____ No _____

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Otero?

Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of Otero County?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President:

Date

(Print Name and Title):

APPENDIX D

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Print Name of Authorized Representative Title

Signature of Authorized Representative Date

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

APPENDIX E

NON-COLLUSION AFFIDAVIT

STATE OF _____)
County OF _____)

_____ (name) being first duly sworn,
deposes and says
that he/she is (title) _____
of
(organization) _____

who submits herewith to the County of Otero, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Otero, or of any Proposer of anyone else interested in the proposed contract; and further, That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual or group of individuals, except that County of Otero, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By: _____
Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____.

Notary Public:

PROPOSAL CHECKLIST

Did You:

- Fill out the Quotation Sheet
- Fill Out and sign the Resident Veterans Preference form
- Fill Out and Sign the Campaign Contribution Form
- Fill Out and Sign the Related Party form
- Fill Out and Sign the Non-Collusion
- Fill Out and Sign the Debarment
- Acknowledge all addenda
- Fill out and Sign the Signature form
- Deliver your sealed proposal to Otero County Purchasing Department, 1101 New York Ave, Room 118, Alamogordo, New Mexico 88310 before Thursday September 23, 2021 at 4:00 pm (local time).
- Clearly mark your proposal with **Bid 22-006 VEHICLE MAINTENANCE CONTRACT OPEN 09/23/21 @ 4:00 PM, NAME OF BUSINESS BIDDING** on the front of the envelope.

Contact the Purchasing Department immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal

BID NO: 22-006

CONTRACT NO: IQC

**OTERO COUNTY
INDEFINITE QUANTITY
SERVICES CONTRACT**

THIS AGREEMENT made and entered into this _____ day of _____ by and between Otero County hereinafter referred to as "County" and, _____ hereinafter referred to as "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work. The Contractor will render the following services to the County:
PROVIDE VEHICLE MAINTENANCE, TIRE REPAIR

Provide services in strict accordance to sealed bid # 22-006 hereby incorporated by reference.

2. Coordination. That the Contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him by the County. Contractor shall secure all licenses, permits, fees, etc., required for the performance of this work.

A. That the Contractor will serve the County diligently and faithfully, and according to his best ability and in all respects, will use his utmost endeavors to promote the interest to the County in accordance to County Terms and Conditions.

B. That the Contractor will maintain records indicating date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of the County.

3. Compensation:

A. That the services rendered by the Contractor shall be at the location of or where the County shall designate.

B. That for the services rendered satisfactorily as per paragraphs one through three, supra the County agrees to pay the Contractor compensation at the rate of \$ AS PER BID AGREEMENT # 22-006 The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract, **THE COUNTY SHALL PAY APPLICABLE TAXES.**

C. Payment shall be made on a monthly basis upon receipt of a detailed, certified statement of account, which shall include dates and hours reported for the period covered by the regular statement. These records shall be subject to inspection by the County and designated 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.

4. Status of Contractor: The Contractor is an independent contractor performing professional service for the County and is not an employee of the County. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County as a result of this contract.

5. Term: That the terms of this contract are contingent on sufficient appropriations and authorization being made by the County for the performance of this contract. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This Agreement shall begin on October 15, 2021 and renewable on an annual basis not to exceed total of four (4) years upon agreement between both parties. The initial agreement prices are fixed for the first year, then may be negotiated in writing upon mutual acceptance of the parties. Contract shall be terminated on September 30, 2025 unless terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. 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.

7. Subcontracting: The Contractor may not subcontract any portion of the services to be performed under this Agreement.

8. Conflict of Interest: The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

9. Indemnification: The Contractor shall hold harmless and indemnify the County against all civil actions, suits, demands, losses, or expenses, including attorney fees, which may be threaten or incurred at any time by reason out of Contractor's services provided pursuant to this Agreement.

10. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties thereto.

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

12. Notice: This Agreement shall be governed by the laws of the State of New Mexico. 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 kick-backs. Receiving a bribe by a public officer of public employee (Section 30-24-2, NMSA, 1978) it is a fourth-degree 1 NMSA, 1978; it if a fourth-degree felony to commit offence of offering or paying illegal kickbacks (Section 30-41-2), NMSA 1978)

13. Signing Agreement: In signing this agreement the parties certify that each is aware of the proscriptions and requirements contained in the State of New Mexico Governmental Conduct Act (NMSA 1978 10-16-1 through 10-16-18) and that the Act is applicable to this agreement and the conduct of the parties pursuant to the terms of this agreement. In signing this agreement, the Contractor certifies that this agreement is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States.

IN WITNESS THEREOF, the parties have executed this Agreement the day and year as above written.

COUNTY:

By: _____
Chairperson, Gerald Matherly

Date: _____

Attorney: _____

Date: _____

ATTEST:

Robyn Holms, Clerk

Date: _____

CONTRACTOR:

By: _____
SIGNATURE

NAME; TYPE OR PRINT

MAILING ADDRESS:

Company Name

Address

City State zip code

TELEPHONE () _____

EMAIL: _____

FEDERAL ID #: _____