



INVITATION FOR BID (IFB)  
FOR  
INMATE SUPPLIES CONTRACT  
OTERO COUNTY

IFB # 22-026  
NIGP CODE # 20049, 65239, 65257, 85092, 65242, 68060, 68073,  
80068, 68072

Bid Deadline: Wednesday, May 25, 2022  
@ 4:00 P.M.

Procurement Specialist: Cynthia Quairoli

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

**TITLE: INMATE SUPPLIES CONTRACT**  
**BID NO.: 22-026**  
**OPEN: WEDNESDAY, May 25, 2022 4:00 P.M. local time**

FOR ADDITIONAL INFORMATION CONTACT:

CYNTHIA QUAIROLI PURCHASING SPECIALIST  
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**

**HAND CARRIED**

OTERO COUNTY PURCHASING AGENT OFFICE OF THE PURCHASING AGENT

1101 NEW YORK AVE. ROOM 118  
ALAMOGORDO, NM 88310

1101 NEW YORK AVE. ROOM 118  
ALAMOGORDO, NM 88310

ANY BIDS RECEIVED AFTER BID OPENING DATE/TIME WILL BE RETURNED UNOPENED.

## **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 05/25/22 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 ITB Title and ITB 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:

<b>Action Responsibility</b>	County Purchasing	04/17/22
<b>Date Issue of ITB</b>		
Pre-proposal Meeting	County and Offerors	N/A
Questions	Offeror	4/29/22
Answers	Purchasing	5/6/22
Submission of Bid	Offeror	05/25/22
County Commission Approval	County Commissioners	06/27/22
Contract Negotiations	Evaluation Committee	TBA
Contract Execution	County and Contractor	TBA

**This schedule is subject to change. All Offerors will be notified of schedule changes via e-mail, fax or US Mail.**

**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

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

3.1 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.

3.2 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.

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 ITB, 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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary 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.

<b>Standard Insurance</b>	<b>Limits Not Less Than</b>
Commercial and General Liability	\$1,000,000/\$3,000,000
Automobile Liability	\$1,000,000/\$1,000,000
Worker's Compensation as required by State Law	As required by Law
Other legally required of the employer or for the contractor's occupation / profession.	As required by Law

<b>Specialized Insurance</b>	
Professional Liability	\$1,000,000
Garage Keeper's Liability	\$50,000
Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)	\$1,000,000
Other /	

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.

c. Bid award may be all, part or none.

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 veterans businesses/contractor with annual revenues of \$1 million or less will be deemed ten percent (10%) lower than the bid actually submitted.
- b. Resident veterans 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 veterans 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 instate 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**

### **SECTION A OVERVIEW**

Otero County seeking bids from qualified vendors to provide Inmate Detention supplies and clothing..

### **SECTION B - SPECIFICATIONS**

Otero County is seeking bids to furnish and deliver Inmate Detention supplies and clothing. Items will be ordered on an as needed basis by the using department. All items supplied to the County under this solicitation shall meet and comply with all current applicable Federal, State and local laws, codes standards and regulations.

Bidders are requested to provide detailed product specification literature on each item with their submitted bid.

- Bids must be submitted typed or in ink on OUR BID FORM for bid to be considered;
- Bids must be complete with all required information;
- Bids must be signed by authorized representative;
- Bidders may bid on individual items or all items.

#### **Detailed Requirements:**

1. Prices: Prices shall be firm and include all charges for delivery, lift gate delivery, inside delivery, freight and pallets as necessary. No fuel or surcharges are accepted.

2. FOB Destination: Prices shall be FOB destination freight prepaid to the delivery location designated.

3. Quality: All items including clothing, towels, aprons, smocks and blankets must endure institutional washings and dryings. All stenciling on garments is to be heat-cured 2” black screen printing ink able to withstand high temperature institutional washings and dryings.

a. Stenciling: “OCDC” to represent Otero County Detention Center

Product warranty: Indicate product warranty. All products supplied shall be warranted against defects in workmanship or materials for their intended use.

## **SECTION C – SUBMITTAL FORMAT**

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

1. Completed Cover Letter – Transmittal Form (see Part III – Required Forms)
2. Bid Cost Schedule (see Part III – Required Forms)  
Attachment A – Resident Veterans Preference Certification  
Attachment B – Related Party Disclosure Form  
Attachment C – Certification Regarding Debarment & Suspension  
Attachment D – Non-Collusion Affidavit
4. Copy of Business License
5. Other Documents checked as required in the Checklist (See Part III)

# QUOTATION SHEET

## CATEGORY I. "BEDDING"

EXTENDED: ITEM NO.:	EST. QTY.:	DESCRIPTION:	UNIT PRICE:
1.	200 Ea.	<b>MATTRESS, 30"x 75"x 3"</b> Fire Retardant Vinyl 3 ply Double needle stitching on Sewn Seams 3" foam core Fluid and tear resistant cover	\$ _____/Ea. _____
<b>Must meet fire standards set forth in California Bureau of Home Furnishings Technical Bulletin 121 (Required in Jails and Prisons), CAL 117, CAL 129, 16 CFR 1632 and 16 CFR 1633.</b>			
<b>Bob Barker #FM30753T OR EQUAL</b>			
_____ Brand Name / No.			
_____ Delivery Lead Time			
2.	50 Ea.	<b>BLANKETS, \$ _____ /Ea. \$ _____</b> POLY/ACRYLIC/COTTON BLEND BLANKETS 58"x88" Fire Retardant, Hemmed on all four sides Machine washable and dryable	
<b>Must meet ASTM D 4151-92 Flammability requirements</b>			
<b>Bob Barker CZ5888GY Or Equal</b>			
_____ Brand Name / No.			
_____ Delivery Lead Time			

3. 20 Dz. MATTRESS COVERS \$ \_\_\_\_\_ EA/ \$ \_\_\_\_\_

To fit 30"x75"x4" mattress  
Heavy Duty  
Poly/Cotton Blend or twill,  
Off -White  
6-8 oz.  
Generic

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time

### CATEGORY II. "BATH"

1. 40 Dz. BATH TOWELS \_\_\_\_\_ EA/ \$ \_\_\_\_\_

22" x 44"  
100% Cotton Terry,  
White  
Minimum 6 Lbs. / Dz  
Generic.

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time

2. 40 SHOWER CURTAINS, \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_,

36"W x 77" L  
Hook less, Velcro Over  
Shower Rod,  
Made Of Tear-Resistant / Flame-Retardant Vinyl  
Clear/Lt Green/Clear  
Bob Barker SCVC3677CGC Or Equal

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time

3. 40 EA Suction Backed Shower Mats \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
21"X21" Shower Mat  
Clear  
Bob Barker #PVCSM2121 or Equal

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time

4. 30 Ea Flex Toilet Bowl Brush \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
17" Flex Brush  
Metal Free  
Charm-Tex JA/7526P or Equal

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time

### CATEGORY III. "PERSONAL CARE"

1. 400 EA. RAZORS \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
Maximum Security  
w/colored blade for easier detection  
Bob Barker #CRB500 or Equal

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time

ITEM NO.:	EST. QTY.:	DESCRIPTION:	UNIT PRICE:	EXTENDED:
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2.	200 EA.	SHAVE CREAM _____ EA/ \$ _____ Aerosol 11 OZ		
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Freshscent Regular  
Bob Barker #ASC11 or Equal

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Brand Name / No.

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Delivery Lead Time

3. 144/pk. COMBS \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
Black  
5" pocket comb  
Generic

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Brand Name / No.

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Delivery Lead Time

4. 200. ANTIPERSPIRANT \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
Maximum security  
Clear packaging, clear product  
2.5 oz, Scent Free  
Generic

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Brand Name / No.

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Delivery Lead Time

5. 10,000 EA SANITARY NAPKINS \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
Maxithins Long Super w/wings  
Individually wrapped  
Generic

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Brand Name / No.

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Delivery Lead Time

6. 400 EA SHORTY TOOTHBRUSH \$ \_\_\_\_\_ EA/\$ \_\_\_\_\_  
30-TUFT SOFT, NYLON BRISTLE  
Individually wrapped  
144/CS  
3 1/4" – 3 1/2"  
Generic

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time

7. 400 EA TOOTHPASTE, , \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
Maximum Security  
Clear product and clear plastic tubes  
.6 oz tube  
Packaged 144/Case  
Generic

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time

8. 400 EA LICE SHAMPOO, , \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
4 Oz. Bottle  
Plastic, Individual with One (1) Lice Comb  
Packaged 12/Case  
Generic

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time



9. 600 EA ALL IN ONE, \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
Maximum Security, Shower, Shave & Shampoo  
4 Oz. Bottle  
Clear product and clear plastic bottles  
Packaged 60/Case  
Generic

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time

10. 20 CS ALL IN ONE, \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
Shower, Shave & Shampoo  
Gallon Bottle  
Clear product  
Packaged 4/Case  
Generic

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time

11. 20 CS HAND SANITIZER \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
4oz bottles  
Clear product  
Packaged 60/Case  
Generic

\_\_\_\_\_  
Brand Name / No.

\_\_\_\_\_  
Delivery Lead Time

**CATEGORY IV. "CLOTHING" AND "FOOTWEAR"**

1. 75 DZ UNIFORM TOPS, \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
7 1/2 Oz Heavyweight Twill  
65% polyester, 35% Cotton  
All Seams Triple Needle Stitched  
Reinforced v-neck w/One (1) Pocket  
Hemmed sleeves and bottoms  
36/case  
To include 2" black imprint between shoulders to read  
"OCDC"

**(A). COLOR: ORANGE**

Med 66 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
Large 72 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
X Large 72 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
2X Large 72 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
3X Large 24 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
4X Large 24 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
5X Large 18 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
6X Large 12 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
7X Large 12 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

**(B). COLOR: KHAKI**

Med 66 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
Large 72 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
X Large 72 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
2X Large 72 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
3X Large 72 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
4X Large 24 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
5X Large 12 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
6X Large 12 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
7X Large 12 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

**(C). COLOR: RED**

Med 12 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
Large 18 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
X Large 18 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
2X Large 18 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
3X Large 18 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
4X Large 12 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
5X Large 6 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
6X Large 6 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
7X Large 6 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

2. 75 DZ UNIFORM PANTS, \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
7 ½ Oz Heavyweight Twill  
65% polyester, 35% Cotton  
All Seams Triple Needle Stitched  
Reinforced v-neck w/One (1) Pocket  
Hemmed sleeves and bottoms  
To include 2" black imprint on right thigh to read "OCDC"

**A. COLOR: ORANGE**

Med 66 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
Large 72 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
X Large 72 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
2X Large 72 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
3X Large 24 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
4X Large 24 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
5X Large 18 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
6X Large 12 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
7X Large 12 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

**B. COLOR: KHAKI**

Med 66 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
Large 72 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
X Large 72 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
2X Large 72 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
3X Large 72 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
4X Large 24 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
5X Large 12 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
6X Large 12 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
7X Large 12 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

**C. COLOR: RED**

Med 12 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
Large 18 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
X Large 18 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
2X Large 18 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
3X Large 18 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
4X Large 12 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
5X Large 6 Ea. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

6X Large 6 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
7X Large 6 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

3. 12 DZ T-SHIRTS, \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
5.6 Oz Heavyweight T-Shirts  
50% Cotton, 50% polyester preshrunk jersey  
Double Needle Stitched  
Ribbed collar  
To include 2" black imprint between shoulders to read  
"OCDC"

COLOR: YELLOW

Large 36 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
X Large 36 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
2X Large 36 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
3X Large 36 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

4. 20 DZ WHITE BOXERS, \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
Cotton/Poly blend  
Fly fronts  
Elastic waistbands  
Machine wash and dry  
Generic

COLOR: WHITE

S - XL 96 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
2XL - 4XL 120 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
5XL - 8XL 24 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

5. 15 DZ WOMENS PANTIES, \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
Double panel crotch, elastic waist and legs  
100% Cotton  
Generic

COLOR: WHITE  
Size 5-9, 36 Ea \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Size 10-14 120 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 15-16 24 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
 Delivery Lead Time \_\_\_\_\_

6. 15 DZ MENS CREW SOCKS, \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
 CREW LENGTH  
 COTTON/POLY  
 Color White  
 Generic

Brand Name / No \_\_\_\_\_  
 Delivery Lead Time \_\_\_\_\_

7. 120 DZ X-STRAP THONGS, \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
 Heavy-Duty  
 Color: Black X-Strap  
 Double Needle Stitched  
 Bob Barker #5114X or Equal

COLOR: Black  
 Medium 8-9 12 Dz . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Large 10-12 48 Dz . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 X Large 12-13 48 Dz . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 2X Large 14-15 12 DZ \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
 Delivery Lead Time \_\_\_\_\_

8. 141 DZ STEP-INS SHOES, \_\_\_\_\_ EA/ \$ \_\_\_\_\_  
 Heavy-Duty Canvas 11 OZ  
 With Protective Toe Cap  
 Color: Orange  
 With padded collar  
 Bob Barker #355OR or Equal

COLOR: Orange  
 Size 5 3 Dz . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 6 6 Dz . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 7 24 Dz . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 8 12 DZ \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 9 24 Dz . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 10 24 DZ \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 11 24 Dz . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 12 12 Dz \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 13 6Dz . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 14 3 Dz \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 15 3 Dz \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

9. 36 Pair ECONOMY BOOTS. \$ \_\_\_\_\_ /Ea.

6" Upper w.cloth lining  
No shank construction  
Color: Black  
Oil Resistant Rubber Sole  
Bob Barker #415E or Equal

COLOR: Black  
Size 4 - 15 36 Pr . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
(Various sizes will be ordered as needed)

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

10. 132 Ea Disposable Shirts \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Spun-bonded polypropylene  
Serged Seams  
Bob Barker #DS-ML, DS-XL2XL, DS-3XL4XL or Equal

COLOR: LIGHT BLUE  
Size M- XL 36 Ea . \$ \_\_\_\_\_ /Ea.  
\$ \_\_\_\_\_  
Size XL - 2XL 48 Ea . \$ \_\_\_\_\_ /Ea.  
\$ \_\_\_\_\_  
Size 3XL - 4XL 48 Ea . \$ \_\_\_\_\_ /Ea.  
\$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

11. 132 Ea Disposable Trousers  
Spun-bonded polypropylene  
Serged Seams  
Elastic waist band  
Bob Barker #DT-ML, DT-XL2XL, DT-3XL4XL or Equal

COLOR: LIGHT BLUE  
Size M- XL 36 Ea . \$ \_\_\_\_\_ /Ea.  
\$ \_\_\_\_\_  
Size XL - 2XL 48 Ea . \$ \_\_\_\_\_ /Ea.  
\$ \_\_\_\_\_  
Size 3XL - 4XL 48 Ea . \$ \_\_\_\_\_ /Ea.  
\$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
Delivery Lead Time \_\_\_\_\_

12. 10 Pkg Disposable Coveralls  
 Spun-bonded polypropylene  
 Full length zipper closure  
 Moisture resistant  
 Bob Barker #35902-3XL or Equal

COLOR: Orange  
 Size 3 XL 10 pkg/25 . \$ \_\_\_\_\_ /Ea. \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
 Delivery Lead Time \_\_\_\_\_

13. 400 Ea Disposable Panties \$ \_\_\_\_\_ EA \$ \_\_\_\_\_  
 Polypropylene fabric  
 Elastic waist band and legs  
 Bob Barker #DSPTY100 or Equal

COLOR: WHITE  
 Size S- XL 200 Ea . \$ \_\_\_\_\_ /Ea.  
 \$ \_\_\_\_\_  
 Size 2XL - 3XL 200 Ea . \$ \_\_\_\_\_ /Ea.  
 \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
 Delivery Lead Time \_\_\_\_\_

14. 600 Ea Disposable Boxers \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Polypropylene fabric  
 Generic

COLOR: WHITE  
 Size M- L 200 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size XL - 2XL 200 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
 Size 3XL - 4XL 200 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_  
 Delivery Lead Time \_\_\_\_\_

**CATEGORY V MISCELLANEOUS**

1. 4 Ea Suicide Prevention, Jumpsuits \$ \_\_\_\_\_ Ea. \$ \_\_\_\_\_  
Velcro fasteners for closing shoulders and sides  
Color: Green or Black  
Bob Barker #BBJ, #BBJX or Equal

A).COLOR: Green or Black

Size S - XL 2 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Size 2XL - 4XL 2 Ea . \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_.

Delivery Lead Time \_\_\_\_\_

2. 4 Ea Suicide Blankets. \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
54" X 80"  
Color: Green or Black  
Generic

Brand Name / No \_\_\_\_\_.

Delivery Lead Time \_\_\_\_\_

- 3 10 pkg Wooden Pencils \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
3" Pre-Sharpended, No Eraser  
144/pkg  
Generic

Brand Name / No \_\_\_\_\_.

Delivery Lead Time \_\_\_\_\_

- 4 10 Ea Handcuffs \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
Constructed of heat treated carbon steel  
Two standard keys included with each pair  
Generic

Brand Name / No \_\_\_\_\_.

Delivery Lead Time \_\_\_\_\_

- 5 4 Ea Oversized Leg Irons \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_  
Constructed of hi-carbon and nickel-plated steel  
Two standard keys included with each pair  
Generic

Brand Name / No \_\_\_\_\_.

Delivery Lead Time \_\_\_\_\_



6 10 Ea Heavy-Duty Peerless \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_.

Belly chains with Handcuffs  
Two standard keys included with each pair  
Box Barker#BCWC20 or Equal

Brand Name / No \_\_\_\_\_.  
Delivery Lead Time \_\_\_\_\_

7 10 Pkg Transport Hood \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

To deter biting and spitting  
10 to the package  
Box Barker#7000 or Equal

Brand Name / No \_\_\_\_\_.  
Delivery Lead Time \_\_\_\_\_

8 200 EA Clincher II Laminate ID Wristbands w/Metal Fastener  
EA \$ \_\_\_\_\_

50 - Red/White stripe w. metal \$ \_\_\_\_\_ /Ea.

50 - Blue/White stripe w. metal \$ \_\_\_\_\_ /Ea.

50 - Yellow/White stripe w. metal \$ \_\_\_\_\_ /Ea.

50 - Black/White stripe w. metal \$ \_\_\_\_\_ /Ea.

Brand Name / No \_\_\_\_\_.  
Delivery Lead Time \_\_\_\_\_

9 4 EA Fastening Tool  
For Use with Metal Fasteners \$ \_\_\_\_\_ /Ea. \$ \_\_\_\_\_

Brand Name / No \_\_\_\_\_.  
Delivery Lead Time \_\_\_\_\_

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## SIGNATURE PAGE

**Complete page and return with bid)**

**COMPANY**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NO:** \_\_\_\_\_ **FAX NO:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**PRINT NAME OF AUTHORIZED REPRESENTATIVE**

**Received addenda numbers** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, **when issued.**

**In State Preference No:** \_\_\_\_\_ **Enclose copy**

**Veterans Preference No:** \_\_\_\_\_ **Enclose copy**

On behalf of the submitting organization above:

- 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 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 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.

## 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) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**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)

# ATTACHMENT A

## 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 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

*\*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*

# ATTACHMENT B

## 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):**

# ATTACHMENT C

## **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



# ATTACHMENT D

## 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 of 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: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
WITH \_\_\_\_\_  
INMATE SUPPLIES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **Otero County**, hereinafter referred to as the “County” and \_\_\_\_\_, a \_\_\_\_\_ providing legal services with its principal place of business located at \_\_\_\_\_, hereinafter referred to as the “Contractor”.

**WHEREAS**, the County requires legal assistance on matters as directed by the County Attorney; and

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-153 of the Procurement Code, a request for proposals was issued for a multiple source award for Management Services was completed through RFP 18-012

**WHEREAS**, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE**, it is agreed between the parties:

**1. SCOPE OF WORK**

**Scope of Work.**

1.1 Maintenance on County Vehicles per Sealed Bid 18-005 specifications

**2. COMPENSATION AND INVOICING**

Total compensation under this Agreement shall not exceed \$\_\_\_\_\_, annually, which is based upon the operational revenue projections, contained in response to RFP18-038.

2.1 General Liability Insurance Including Automobile: The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 single limit of liability for bodily injury, including death and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County of Otero by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

1.6 Worker's Compensation Insurance: The Contractor shall comply with the provisions of the New Mexico Worker's Compensation Act.

1.7 Increase Limits: If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act

(NMSA 1978, Sections 414-1 through 414-27, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

1.8 Worker's Compensation Insurance: The Contractor shall comply with the provisions of the New Mexico Worker's Compensation Act.

1.9 Increase Limits: If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 414-1 through 414-27, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

### **3. APPROPRIATIONS AND AUTHORIZATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Otero County Commission or the Legislature of the State of New Mexico, if state funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Otero County Commission or the Legislature of the State of New Mexico, if state funds are involved, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

### **4. PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work.

### **5. RELEASE**

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not agreed to herein unless the Contractor has express written authority from the County to do so, and then only within the strict limitations of that authority.

### **6. 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 prior written approval of the County.

6.1 The confidentiality of patient health information shall be in accordance with Federal and State healthcare confidentiality requirements.

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

**COUNTY:**

By: \_\_\_\_\_  
Chairperson, Vickie Marquardt

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

Attorney: \_\_\_\_\_  
RB Nichols

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

**CONTRACTOR:**

By: \_\_\_\_\_  
SIGNATURE

Name; Type or Print

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Robyn Holmes Clerk

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

PREFERENCE #: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_

EMAIL: / \_\_\_\_\_ -

FEDERAL ID # : \_\_\_\_\_

**References List**

Provide information below for no fewer than three (3) businesses you have supplied with the same or similar parts or services during the past year. Complete all information requested and sign the authorization to contact form below.

NAME OF YOUR ORGANIZATION: \_\_\_\_\_

BID # \_\_\_\_\_ BID TITLE: \_\_\_\_\_

*Bidder Statement: I provide the following references for the above bid and by my signature below authorize the County to contact those listed for inquiry regarding my company, personnel and products.*

**REFERENCE # 1**

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Products and Services provided: \_\_\_\_\_

Volume of Business annually: \$ \_\_\_\_\_ No. of Years Served: \_\_\_\_\_

**REFERENCE # 2**

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
Email: \_\_\_\_\_

Products and Services provided include: \_\_\_\_\_

Volume of Business annually: \$ \_\_\_\_\_ No. of Years Served: \_\_\_\_\_

**REFERENCE # 3**

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
Email: \_\_\_\_\_

Products and Services provided include: \_\_\_\_\_

Volume of Business annually: \$ \_\_\_\_\_ No. of Years Served: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

## **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 Cover form

Deliver your sealed proposal to Otero County Purchasing Department, 1101 New York Ave, Room 118, Alamogordo, New Mexico 88310 before Wednesday, May 25, 2022 at 4:00 pm (local time).

Clearly mark your proposal with **Bid 22-026 INMATE SUPPLIES CONTRACT OPEN 05/25/22 @ 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