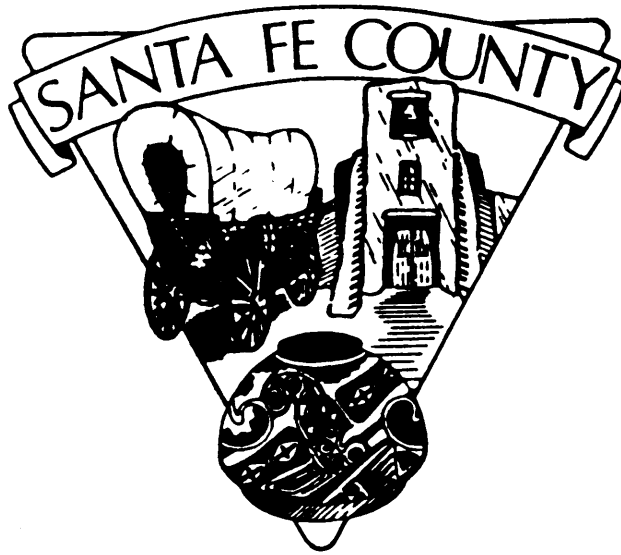


**SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT  
INVITATION FOR BID**



**IFB #2014-0137-PW/MS**

**CONSTRUCTION OF OSCAR HUBER  
MEMORIAL BALLPARK PHASE II**

**DECEMBER 2013**

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## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 00 00 – PREBID INFORMATION**

#### **INVITATION FOR BID IFB #2014-0137-PW/MS**

#### **SANTA FE COUNTY CONSTRUCTION OF OSCAR HUBER MEMORIAL BALLPARK PHASE II**

Santa Fe County is requesting bids for the purpose of procuring services from a licensed construction company, experienced with working on historical preservation projects for the Construction of the Oscar Humber Memorial Ballpark Phase II. The work consists of improvements to the grandstands that include but is not limited to, seating, electrical and accessibility improvements. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package must be submitted in a sealed container indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. **All bids must be received by 2:00 PM (MST) on Tuesday, January 7, 2014, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a bid for the requested materials and/or services each firm is certifying that their bid is in compliance with regulations and requirements stated within the IFB package.

A Pre-Bid Conference will be held on **Wednesday, December 18, 2013 at 10:00 AM (MST)** at the Projects, Facilities & Open Space Division at 901 W. Alameda, Suite 20-C, Santa Fe, N.M. 87501. **The Pre-Bid Conference is Mandatory.**

**EQUAL OPPORTUNITY EMPLOYMENT:** All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Information on Invitation for Bid packages is available by contacting Maria B. Sanchez, Santa Fe County Purchasing Division, by telephone at (505) 992-9864 or by email at [mbsanchez@santafecountynm.gov](mailto:mbsanchez@santafecountynm.gov). Copies of bid documents and CDs will be available at Copy Shack, 428 Sandoval Street, Santa Fe, NM 87501-7312. A copy of the advertisement information will also be located on the Santa Fe County website at: [http://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations)

**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE ACCEPTED.**

Santa Fe County  
Public Works Department  
Publish December 8, 2013

## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS**

#### **DEFINITIONS**

Unless otherwise defined herein, definitions set forth in the Standard Form of Agreement between Owner and Contractor, AIA Document A101-2007, as modified by County, General Conditions of the Contract for Construction, AIA Document A201-2007, as modified by County or in other Contract Documents are applicable to the Bidding Documents.

*“Addenda”* - written or graphic instruments issued by the County prior to the execution of the Contract that modify or interpret the Bid Documents by additions, deletions, clarifications or corrections.

*“Alternate”* - an item or component of the project that for which the County is soliciting a separate price from the work included in the Base Bid. The County may or may not award the alternate(s) in conjunction with the Base Bid, but any Alternate, if awarded, will only be awarded in conjunction with a Base Bid and will not be awarded separately.

*“Base Bid”* - the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bid Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in the Alternate Bids. The Base Bid shall be on a lump sum basis.

*“Bid”* - a complete and properly executed proposal to do the work for the sums stipulated therein, in accordance with the Bid Documents and the Contract Documents.

*“Bidder”* - a person submitting a Bid pursuant to this solicitation.

*“Bidding Documents”* – consist of the Advertisement or Invitation for Bid, Instructions to Bidders, Supplementary Instruction to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the Standard Form of Agreement Between Owner and Contractor, AIA Document A201-2007, as modified by County, General Conditions of the Contract for Construction, Supplemental Conditions to the General Conditions of the Contract for Construction, Bidding Documents, Drawings, Specifications, and all Addenda issued prior to execution of the Contract. All applicable laws and ordinances and the rules and regulations of all authorities having jurisdiction over the Project shall apply to the Contractor and the Contract Documents.

*“County” or “the County”* – means Santa Fe County, New Mexico, a political subdivision of the State of New Mexico.

*“Responsive Bid”* - a Bid that conforms all the material respects to the requirement set for in this Invitation for Bid. Material respects of a Bid include, but are not limited to, price, quality, quantity or delivery requirements.

## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS**

“*Responsible Bidder*” – a person or entity who submits a responsive Bid and who meets the requirements set forth in the Bid Documents.

“*Sub-bidder*” (or “Subcontractor”) – a contractor who contracts directly with the Bidder.

“*Unit Price*” - an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services or a portion of the Work as described in the Bid Documents. Items for which a unit price is requested shall be included within the lump sum Base Bid.

#### **GENERAL INFORMATION**

1. **LOCATION AND DESCRIPTION OF WORK:** Santa Fe County is requesting bids for the purpose of procuring a qualified licensed construction company to make improvements to the Oscar Huber Memorial Ballpark Grandstand in Madrid, New Mexico. The Project consists of improvements to the grandstands that include, but are not limited to, seating, electrical and accessibility improvement to the Oscar Huber Memorial Ballpark located on NM Highway 14 in Madrid, New Mexico. The Contractor shall provide in conformance with the Contract documents, all labor, materials, fees, permits, equipment and transportation required for the site work, construction and cleanup for a completely finished and functional project. The completed project shall meet or exceed the project specifications detailed in the attached specifications. Special requirements may include temporary partitions, barricades, or other facilities necessary to provide neighborhood safety, control noise, and dust.
2. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** This information will be found in the “Advertisement for Bids” attached hereto. **A Bid received after the specified date and time will not be considered and will be returned to the Bidder unopened.**
3. **SPECIFICATIONS:** The construction of the project will be in accordance with the specifications and drawings provided by the County, which are included in this Bid package and available as indicated in the Advertisement for Bids.
4. **CONTRACT TIME:** The number of days for the completion of work (the contract time) is 160 days. The number of days for the completion of work is weather working calendar days, where “calendar days” are defined as consecutive days.
5. **COPIES:** Bidders may obtain complete sets of the Bidding Documents available at Copy Shack, 428 Sandoval Street, Santa Fe, NM 87501-7312. All costs associated with reproduction of the bidding documents shall be the responsibility of, and at the expense of each bidder, paid direct to Copy Shack.

## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS**

Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

No license or grant of use of the bidding documents is conferred by issuance of copies of the bidding documents.

6. **BIDDER’S REPRESENTATION**: By submitting a Bid a Bidder represents that: a) the Bidder has read and understands the Bid Documents and Contract Documents; b) the Bid is made in compliance with the Bid Documents and Contract Documents; c) the Bidder has project experience with historical preservation; d) The Bidder has visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder’s personal observations with the requirements of the proposed Contract Documents; e) the Bidder has familiarized himself with federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and f) the Bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and g) the County may rely on these representations.
  
7. **INTERPRETATIONS/ADDENDA**: All questions about the meaning or intent of the Bid or Contract Documents shall be submitted to the County in writing. Replies will be issued by written Addenda mailed, emailed, or delivered to all parties recorded by Copy Shack, as having received the bidding documents at least five (5) calendar days before the scheduled bid opening date. Questions received less than seven (7) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Written questions or inquiries in relation to the Invitation for Bid must be directed to:

Maria B. Sanchez  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, NM 87501  
Ph. (505) 992-9864  
Fax (505) 989-3243  
Email – [mbsanchez@santafeacountynm.gov](mailto:mbsanchez@santafeacountynm.gov)

Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose. Each addendum shall be part of the contract documents as specified in the written contract, attached to these specifications.

Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda and the Bidder shall acknowledge receipt in the Bid.

## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS**

8. **PREFERENCE IN PROCUREMENT BY SANTA FE COUNTY:** New Mexico law, Section 13-1-21 et seq., NMSA 1978, provides for an in-state preference for a “resident contractor.” Application of the preference in procurement by Santa Fe County requires a bidder to obtain and provide a valid certificate as a resident business issued by the New Mexico Taxation and Revenue Department.

Certification by the New Mexico Taxation and Revenue Department takes into consideration such activities as business’ payment of property taxes or rent in the state, leasing of real property, and payment of other taxes.

The in-state preference does not apply to contracts involving federal funds.

If a Bidder submits with its bid a copy of its valid contractor business certificate issued by the New Mexico Taxation and Revenue Department, the Bidder’s bid will be deemed to be five percent (5%) lower than the bid actually received.

OR

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Bidder who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

Additional information about obtaining a certificate of resident contractor may be found at <http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

9. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:** In its Bid, the Bidder must identify in writing to the County on a Subcontractors Listing Form, which complies with the requirements of the New Mexico Subcontractor’s Fair Practice Act, those portions of the work that exceed \$5,000 that it proposes to subcontract and, after the Notice of Award, may only subcontract other portions of the work with the County’s written consent.

The Bidder awarded the contract will not be permitted to employ a subcontractor or supplier to which the County has a reasonable objection.

## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS**

10. **SUBSTITUTIONS:** The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality which must be met by any proposed substitution.

No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the County at least ten (10) days prior to the date for receipt of Bids. Written requests must be sent to the County representative designated in Paragraph 7, listed on page 00 10 00-3 of these instructions.

Such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, Performance, test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder. The County's decision of approval or disapproval of a proposed substitution shall be final.

If the County approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

11. **WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT:** The Contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, Sections 13-4-11 thru 13-4-17. If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an Addendum.

Each prime contractor and subcontractors must be registered with the Labor and Industrial Division of the New Mexico Department of Workforce Solutions **at the time of the bid opening**. The Contractor shall provide its registration number where indicated on the Bid Proposal Form. The registration of each subcontractor with the Labor and Industrial Division of the New Mexico Department of Workforce Solutions proposing to do work valued at more than sixty thousand dollars (\$60,000) shall be provided by the successful bidder prior to award and listed on the designated space on the Subcontractor Listing form.

12. **BID FORM:**

A. The Bid Forms are included in the bidding documents; additional copies may be obtained from the Santa Fe County Purchasing Division.



## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS**

- B. Bid Forms must be completed in either ink or typewritten. The bid price of each item on the form must be stated in numerals and written words; in case of an error in extensions in the unit price schedule the unit price shown in written words shall govern.
  - C. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
  - D. Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.
  - E. All names must be typed or printed below the signature.
  - F. The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
13. **BID SECURITY**: Each individual bid shall be accompanied by bid security equal to 5% of the amount of the Bid. Such bid security shall be in the form of a certified or cashier's check made payable to **Santa Fe County or [Bidder's Name]** or a surety bond issued by a surety authorized to conduct business in the State of New Mexico and approved in federal circular 570 as published by the U.S. Treasury Department.
- The County has the right to retain the bid security of Bidders to whom an award is being considered until either the Contract has been executed and bonds, if required, have been furnished or the specified time has elapsed so that Bids may be withdrawn or all Bids have been rejected.
14. **POWER OF ATTORNEY**: Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
15. **QUALIFICATION OF BIDS**: All bidders must have a valid New Mexico Contractor's License appropriate to the work herein specified at the time the bid is submitted.
16. **SUBMISSION OF BIDS**: Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

Maria B. Sanchez  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, NM 87501

## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS**

17. **MODIFICATION AND WITHDRAWAL OF BIDS:** A Bid may not be modified, withdrawn or canceled by the Bidder after the time and date designated for the receipt of Bids, and each Bidder so agrees to these conditions by submitting a Bid.

Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the County at the address set forth in Section 16 herein. Such notice shall be in writing over the signature of the Bidder.

Such written confirmation over the signature of the Bidder shall be received, and date and time stamped by the County on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

A Bid that is withdrawn may be resubmitted to later than the date and time designated for the receipt of Bids.

18. **GROSS RECEIPTS TAXES:** The amount of the Bid shall exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The applicable Gross Receipts Tax or applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.

19. **CONSIDERATION OF BIDS:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or Bid Items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection.

20. **BID OPENING PROCEDURE:** The person or persons opening the Bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive Bidder and the Bid amount.

21. **BIDS TO REMAIN OPEN:** All Bids shall remain open for ninety (90) days after the day of the Bid opening.

22. **AWARD OF CONTRACT:**

A. The County reserves the right to reject any and all Bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional Bids or counter proposals.

B. If a contract is to be awarded, it will be awarded to the lowest, experienced, Responsible Bidder submitting a Bid that is either: (i) the lowest Base Bid; or (ii) the lowest overall Bid including both the Base Bid and the Additive Alternate(s).

C. If the lowest responsible Bidder has otherwise qualified, the lowest Bidder may negotiate with the County for a lower Bid if the lowest Bid is within **ten percent** over budgeted project funds in order to prevent all Bids from being rejected. No change in the original scope of the terms or terms and conditions will be allowed.

## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS**

- D. Alternates may be accepted and awarded in any manner or order based on available budget.
23. **LIQUIDATED DAMAGES:** Liquidated Damages in the amount of **One Hundred Fifty Dollars (\$150.00)** per each calendar day shall be assessed after the completion date (as may be adjusted by Change Orders) until the issuance of a Certificate of Substantial Completion for the entire project.
24. **LICENSE OR ROYALTY FEES:** Licenses and royalty fees for products or for processes must be paid directly by the contractor.
25. **PERMITS:** It is the responsibility of the Contractor and each Subcontractor to obtain permits and inspections required by the County, the State of New Mexico or any other entity that may have jurisdiction over the construction of this project.
26. **COLLUSION:** No Bidder shall be interested in more than one Bid. Collusion among Bidders or the submission of more than one Bid under different names by any firms or individual shall be cause for rejection of all Bids in question without consideration.
27. **QUANTITIES:** The quantities set forth in the Bid proposal are estimated quantities on which Bids will be compared and which will be the basis for award of contract. Payment will be made for the work actually performed.
28. **PROTEST PROCEDURE:** Any Bidder or Offeror who is aggrieved in connection with a procurement may protest to the County Procurement Manager as set forth in Resolution No. 2006-60 at the Board of County Commissioners. A copy of Resolution No. 2006-60 is available upon request.
29. **CONTRACTOR'S QUALIFICATION STATEMENT:** A Bidder to whom award of a Contract is under consideration shall submit, upon request, information and data to prove that its financial resources, production or service facilities, personnel, and service reputation, and experience on historical preservation type projects are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents and form of Statement of Bidder's Qualifications.
30. **BOND REQUIREMENTS – PERFORMANCE BOND AND PAYMENT BOND:** If awarded the contract, a Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. The amount of the bonds, Performance and Payment, shall be equal to 100% of the contract sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the Bid.

## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS**

31. **TIME OF DELIVERY AND FORM OF BONDS:** The Bidder shall deliver the required bonds to the County not later than ten (10) days following the date of execution of the Contract. If the work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the work, submit evidence satisfactory to the County that such bonds will be furnished and delivered in accordance with this Section.

The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

32. **WARRANTY:** The Contractor shall furnish a written warranty of workmanship to the Procurement Manager for a period of one (1) year following the Completion Date in addition to all other warranties required by the Contract Documents.
33. **NOTICE OF AWARD:** A written Notice of Award shall be issued by the County after review and approval of the Bid and related documents.
34. **IDENTICAL BIDS:** When two or more of the Bids submitted are identical in price and are the low Bid, the County Purchasing Agent or the County may:
- A. Award by lottery to one of the identical low Bidders; or
  - B. Reject all Bids and re-solicit Bids or proposals for the required services, construction, or items of tangible personal property.
35. **CANCELLATION OF AWARD:** When in the best interest of the public, the County may cancel the award of any contract at any time before the execution of said contractor by all parties without any liability against the County.
36. **NOTICE TO PROCEED:** The County will issue a written Notice to Proceed and a purchase order to the Contractor stipulating the date from which Contract time will be charged and the date Contract Time is to expire, subject to valid modifications in accordance with the Contract Documents.
37. **INSURANCE REQUIREMENTS:** At a minimum upon execution of the Agreement between the County and the Contractor, the Contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County for the insurance coverage set forth in Article 11 of General Conditions of the Contract for Construction AIA Document A101-2007, as modified by the County.

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 30 00 – BID FORMS**

**BID PROPOSAL FORM**

**SANTA FE COUNTY  
IFB #2014-0137-PW/MS  
CONSTRUCTION OF THE OSCAR HUBER MEMORIAL BALLPARK PHASE II**

To Santa Fe County, State of New Mexico, Owner:

In compliance with the information for Bidders and in strict conformance with the Contract Documents, \_\_\_\_\_, hereinafter called the Bidder, organized and existing under the laws of the State of New Mexico as a \_\_\_\_\_ (type of business or legal entity), hereby proposes to perform all the WORK required for the Construction of the Oscar Huber Memorial Ballpark Phase II by this firm.

The undersigned declares that the only person or parties interested in the proposal as principals are those named herein; that the proposal is made without collusion with any person, firm or corporation; that he has carefully examined the Bidding documents, including special provisions, if any, and that he has made a personal examination of the site of the work, that he is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that he understands that the quantities are approximate only and subject to increase or decrease, and that he is willing to perform any increased or decreased quantities of work at unit price Bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement within ten (10) days, or such further time as may be allowed in writing by Santa Fe County after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case we do not the Santa Fe County may proceed to award the contract to others.

We hereby agree to commence the work within fifteen (15) days, or such further time as may be allowed in writing by Santa Fe County after notification to proceed.

The undersigned proposes to guarantee all work performed under these Plans Specifications and Contract for one year after acceptance by the County and repair and maintain same until the warranty period has been completed.

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 30 00 – BID FORMS**

\_\_\_\_\_  
Signature-Title

(Corporate Seal)

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Address

(Names of individual members of  
firms or names and titles of all  
officers of Corporation.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Corporation organized under  
the laws of the State of

\_\_\_\_\_

\_\_\_\_\_  
New Mexico Contractor's License No.  
And Classification (s)

\_\_\_\_\_  
NM Department of Workforce Solutions  
Registration No.

# **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

## **SECTION 00 30 00 – BID FORMS**

### **BID FORM SANTA FE COUNTY CONTRACTING AGENCY AND OWNER**

FROM: \_\_\_\_\_

hereinafter called “Bidder”

TO: Santa Fe County  
102 Grant Avenue  
Santa Fe, New Mexico 87504-0276

hereinafter called “CONTRACTING AGENCY”,

**BID FOR: CONSTRUCTION OF OSCAR  
HUBER MEMORIAL  
BALLPARK PHASE II**

**PROJECT: IFB #2014-0137-PW/MS**

Proponents:

The Bidder has familiarized itself with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- A. Advertisement for Bids
- B. Instructions for Bidders
- C. Bid Proposal Form
- D. Bid Form
- E. Bid Sheet
- F. Non-Collusion Affidavit of Prime Bidder
- G. Non-Collusion Affidavit of Subcontractor (Not Due at Bid Opening)
- H. Certification of Non-segregated Facilities
- I. Equal Employment Opportunity Certification (Bidder)
- J. Equal Employment Opportunity Certification (Subcontractor)(Not Due at Bid Opening)
- K. Subcontractor Listing - \$5,000.00 threshold
- L. Bid Bond
- M. Appendix A – Acknowledgement Receipt Form
- N. Appendix B - Campaign Contribution Disclosure Form
- O. Appendix C – Resident Veteran Preference Certification
- P. AIA Agreement
- Q. Wage Rate Determination
- R. All information provided in the **Specifications and Drawings**

# DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS

## SECTION 00 30 00 – BID FORMS

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the work required for the Construction of Oscar Huber Memorial Ballpark Phase II as outlined in this IFB.

Bidder has provided a base Bid for the entire scope of work.

In submitting this Bid, the Bidder understands that the right is reserved by Santa Fe County to reject any irregular or all Bids, waive any technicalities in the Bids, and accept the Bid deemed to be in the best interest of the public and that Santa Fe County intends to award one contract (if at all) for the items Bid. If written notice of the acceptance of this Bid is mailed, emailed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form within ten (10) days after the agreement is presented to the Bidder for signature.

All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum		Acknowledged by	Date
No.	Date	Bidder or his Authorized Representative	Acknowledged
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the Bidder and rejection of his proposal. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting his Bid.**

The Bidder agrees to commence work under this Contract within fifteen (15) days after, a date to be specified in a written "Notice to Proceed" from Santa Fe County or its authorized agents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.



**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 30 00 – BID FORMS**

This Bid Proposal contains the following:

- A. Bid Proposal Form
- B. Bid Form
- C. Bid Sheet
- D. Non-Collusion Affidavit of Prime Bidder
- E. Certification of Non-segregated Facilities
- F. Equal Employment Opportunity Certification (Bidder)
- G. Subcontractor Listing - \$5,000.00 threshold
- H. Bid Bond
- I. Appendix B - Campaign Contribution Disclosure Form
- J. Appendix C – Resident Veteran Preference Certification (If Applicable)

Respectfully submitted:

Name of Bidder \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

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

Official Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

New Mexico Contractor's License Number and Types: \_\_\_\_\_

United States Treasury Number: \_\_\_\_\_

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 30 00 – BID FORMS**

**SANTA FE COUNTY  
CONSTRUCTION OF THE OSCAR HUBER MEMORIAL BALLPARK PHASE II  
IFB #2014-0137-PW/MS**

**BID SHEET**

Please bid your best price for the work required for the Construction of Oscar Huber Memorial Ballpark Phase II. The lump sum base Bid must include pricing for materials, equipment, labor, travel, and fees for any required permitting. Be advised that award may be made without discussion with Bidders on Bids received.

***LUMP SUM BASE BID***

**Description**

**Construction of Oscar Huber Memorial Ballpark Phase II**

Lump Sum Base Bid: \_\_\_\_\_

Written in Words (Base Bid): \_\_\_\_\_

***ADDITIVE ALTERNATE(S)***

**Item**

**Description**

**1**

**Flagstone Walkway Reconstruction**

Additive Alternate #1 Bid: \_\_\_\_\_

Written in Words (Bid): \_\_\_\_\_

**Item**

**Description**

**2**

**Flagstone Stair Reconstruction**

Additive Alternate #2 Bid: \_\_\_\_\_

Written in Words (Bid): \_\_\_\_\_

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 30 00 – BID FORMS**

**SANTA FE COUNTY  
CONSTRUCTION OF THE OSCAR HUBER MEMORIAL BALLPARK  
IFB #2014-0137-PW/MS**

**BID SHEET (CONTINUED)**

<b><u>Item</u></b>	<b><u>Description</u></b>
<b>3</b>	<b>Tree Removal and Stone Wall Repair</b>
Additive Alternate #3 Bid: _____	

Written in Words (Bid): \_\_\_\_\_

<b><u>Item</u></b>	<b><u>Description</u></b>
<b>4</b>	<b>Upper Flagstone Landing Reconstruction</b>
Additive Alternate #4 Bid: _____	

Written in Words (Bid): \_\_\_\_\_

*Note: All lump sum base bids are excluding New Mexico Gross Receipts Tax*

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 30 00 – BID FORMS**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says that:

(1) He is the \_\_\_\_\_ of \_\_\_\_\_ the Bidder that has submitted the attached Bid Proposal;

(2) He is fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 30 00 – BID FORMS**

**SUBCONTRACTS**

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from Santa Fe County.

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says that:

(1) He is the \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "Subcontractor".

(2) He is fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor, for certain work in connection with the \_\_\_\_\_ contract pertaining to the \_\_\_\_\_ project in \_\_\_\_\_.

(3) Such Subcontractors proposal is genuine and is not a collusive or sham proposal.

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 30 00 – BID FORMS**

- A. No proposed subcontractor shall be disapproved by Santa Fe County except for cause.
- B. The Contractor shall be as fully responsible to Santa Fe County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- C. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.
- D. Nothing contained in the Contract shall create any contractual relation between any subcontractor and Santa Fe County.

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 30 00 – BID FORMS**

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

(Applicable to construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity Clause).

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 30 00 – BID FORMS**

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any Bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the Bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No contract shall be awarded unless such report is submitted.

---

CERTIFICATION OF BIDDER

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

- \_\_\_\_\_
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes \_\_\_\_ No \_\_\_\_
  2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes \_\_\_\_ No \_\_\_\_

\_\_\_\_\_

Certification -- The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 30 00 – BID FORMS**

**CERTIFICATION OF SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the Bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No contract shall be awarded unless such report is submitted.

---

CERTIFICATION OF SUBCONTRACTOR

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes \_\_\_\_ No \_\_\_\_
  
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes \_\_\_\_ No \_\_\_\_

---

Certification -- The information above is true and complete to the best of my knowledge and belief.

---

NAME AND TITLE OF SIGNER (PLEASE TYPE)

---

SIGNATURE

---

DATE

# DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS

## SECTION 00 30 00 – BID FORMS

### SUBCONTRACTOR LISTING

1. To be fully executed and included with Bid as a condition of the Bid (Sections 13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.00.
3. The Bidder shall list the Subcontractor’s Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor. After award the awarded contractor will get signature for all subcontractors listed on the Subcontractor Listing form.

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 30 00 – BID FORMS**

**SUBCONTRACTOR LISTING (CONTINUED)**

Trade:		Name of Subcontractor:	
Address:			
Telephone No:		License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):			
Trade:		Name of Subcontractor:	
Address:			
Telephone No:		License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):			
Trade:		Name of Subcontractor:	
Address:			
Telephone No:		License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):			
Trade:		Name of Subcontractor:	
Address:			
Telephone No:		License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):			
Trade:		Name of Subcontractor:	
Address:			
Telephone No:		License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):			

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 60 00 – BONDS, CERTIFICATES AND NOTICES**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the PRINCIPAL, as Principal, and the  
\_\_\_\_\_, of \_\_\_\_\_ a Corporation  
duly organized under the laws of the State of \_\_\_\_\_, and authorized to do  
business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly  
bound unto Santa Fe County, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of  
\_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment of which  
sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

WHEREAS, the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 2014, for the  
construction of the Construction Remodel of Oscar Huber Memorial Ballpark for Santa Fe County.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter  
into a Contract with the Obligee in accordance with the terms of such Bid, and give such bond of  
bonds as may be specified in the Bidding of Contract Documents with good and sufficient surety for  
the faithful performance of such Contract and for the prompt payment of labor and material furnished  
in the prosecution thereof of in the event of the failure of the Principal to enter such contract and give  
such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said Bid and such larger amount for which the Obligee may in  
good faith contract with another party of perform the work covered by said Bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

\_\_\_\_\_  
PRINCIPAL

(SEAL)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SURETY

(SEAL)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 80 00 – SUPPLEMENTARY CONDITIONS**

**APPENDIX A**

**CONSTRUCTION OF THE OSCAR HUBER MEMORIAL BALLPARK PHASE II  
IFB #2014-0137-PW/MS**

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that it has received a complete copy, beginning with the title page, and ending with Appendix D.

The acknowledgement of receipt should be signed and returned to the Procurement Manager. **Only Bidders that return this form by December 13, 2013 to receive copies of addenda to this IFB.**

FIRM: \_\_\_\_\_  
REPRESENTED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)  
Name: \_\_\_\_\_  
(printed)  
Title: \_\_\_\_\_

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

Maria B. Sanchez  
Santa Fe County Purchasing Division  
142 W. Palace Avenue  
Santa Fe, NM 87501  
Phone: (505) 992-9864 Fax: (505) 989-3243  
E-mail: [mbsanchez@santafecountynm.gov](mailto:mbsanchez@santafecountynm.gov)

## **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

### **SECTION 00 80 00 – SUPPLEMENTARY CONDITIONS**

#### **APPENDIX B**

##### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, 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 either statewide or local office. “Campaign Contribution” includes the

# DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS

## SECTION 00 80 00 – SUPPLEMENTARY CONDITIONS

payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

### DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 80 00 – SUPPLEMENTARY CONDITIONS**

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)



# **DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

## **SECTION 00 80 00 – SUPPLEMENTARY CONDITIONS**

### **APPENDIX C**

#### **RESIDENT VETERANS PREFERENCE CERTIFICATION**

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

**Please check one box only:**

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

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

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

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which 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.

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 80 00 – SUPPLEMENTARY CONDITIONS**

\_\_\_\_\_  
(Signature of Business Representative)

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

The representations made by checking the boxes constitutes a material representation by the business. Any finding that the statements are incorrect may result in denial of an award or un-award of the procurement involved.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 80 00 – SUPPLEMENTARY CONDITIONS**

**SAMPLE AIA DOCUMENTS**

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00 80 00 – SUPPLEMENTARY CONDITIONS**

**WAGE RATES**