

**Village of Ruidoso**



**IFB: #2018-006B  
NIGP Commodity Code 745-12**

**INVITATION FOR BID**

**Specified Asphalt Oil**

**Contracting Agency:** Village of Ruidoso  
313 Cree Meadows Dr.  
Ruidoso, NM 88345

**Telephone:** 575/257-2721

**Issue Date: March 30, 2018  
Opening Date: April 16, 2018**

**Billy Randolph  
Purchasing Agent**

## INVITATION FOR BID

Notice is hereby given that the Village of Ruidoso, Lincoln County, New Mexico calls for sealed bids on **IFB #2018-006B NIGP Commodity Code 745-12.** **The Village of Ruidoso is requesting sealed competitive bids for a Specified Asphalt Oil. This Invitation to bid is being requested on behalf of Village of Ruidoso.**

Bids will be received at Village of Ruidoso Purchasing Warehouse located at 311 Center St., Ruidoso, NM 88345 until **10:00 a.m. Mountain time, Monday April 16, 2018.** Submitted bids will be opened at the Purchasing Warehouse at 311 Center St., Ruidoso, NM. Any bids received after closing time will be rejected and returned unopened.

Interested bidders may secure a copy of the bid at the Village of Ruidoso web site ([www.ruidoso-nm.gov](http://www.ruidoso-nm.gov)) or the purchasing warehouse at 311 Center St. Ruidoso, NM by calling 575.257.2721.

The Village of Ruidoso reserves the right to reject any and/or all bids and waive all informalities as deemed in the best interest of the Village.

**Billy Randolph**  
**Village of Ruidoso**  
Purchasing Agent

Newspaper Ruidoso News  
Newspaper Albuquerque Journal

Publish Date,  
Publish Date,

Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of bids (§13-1-113 NMSA 1978) and published in a newspaper of general circulation in the area.

**Village of Ruidoso**

## **BID PACKAGE IFB#2018-006B**

The Village of Ruidoso is requesting for **sealed competitive bids for a Multi-Award Contract for Specified Asphalt Oil Commodity Code 745-12.**

In accordance with NMSA 1978, §13-1-150 through 13-1-154.1, a multiple source award may be made when awards to two or more Bidders are necessary for adequate delivery or service. All Proposals/ Bids shall be valid for sixty (60) days subject to action from the Village.

### **IMPORTANT:**

The words **“SEALED BID”** along with the **BID NUMBER AND TITLE MUST** appears clearly on the outside sealed envelope or package of all bids. Bidder's name and address shall also be included.

**It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two hours prior to the time set for bid opening.**

**IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PURCHASING AGENT IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.**

Bids may be mailed to: Village of Ruidoso  
Purchasing Agent  
313 Cree Meadows Dr.  
Ruidoso, NM 88345

or hand/courier-delivered to: Village of Ruidoso  
Purchasing Department  
311 Center St.  
Ruidoso, NM 88345

**It is the Bidder's responsibility to see that the bid arrives on time.**

NOTE; WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE 2 DAYS PRIOR TO DEADLINE IF POSSIBLE TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE. Some of the delivery services do not guarantee Overnight priority delivery to the Village of Ruidoso. (There is no U.S. mail delivery to the Purchasing Department's physical address,) If the bids are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Department office before the advertised date and hour for the opening. Bids which are delayed will not be considered and will be returned unopened.

Billy Randolph  
Purchasing Agent  
(575) 257-2721  
Email: [BillyRandolph@ruidoso-nm.gov](mailto:BillyRandolph@ruidoso-nm.gov)

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## **BID INSTRUCTIONS**

1. All bids must be submitted on the "Bid Sheet" provided herein on page **12** of this Invitation for Bid (IFB).
2. All bids must be received no later than **10:00 AM (Mountain Time) on Monday April 16, 2018** at the Village of Ruidoso Purchasing Office, **311 Center Street, Ruidoso, NM 88345**
3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB# 2018-006B – Specified Asphalt Oil**. Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Filing time marked or stamped on the sealed envelope or container by Village of Ruidoso shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified in the "Advertisement for Bids" on Page 2 of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink legibly written or typed. In case of discrepancy, amounts stated in words shall govern.
7. Acknowledgement of Receipt Form  
Interested bidders should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See "Appendix A") to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **Friday April 6, 2018.**

The procurement distribution list will be used for the distribution of written responses to questions and any IFB amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the IFB, and the potential offeror's organization name shall not appear on the distribution list.

## **8. Campaign Disclosure Form**

Bidders must complete and submit with their bid the Campaign Disclosure Form, Related Party Disclosure, Debarment Certification, and Non-collusion Affidavit  
Appendix B, C, D, E

**VILLAGE OF RUIDOSO  
BID TERMS AND CONDITIONS  
GENERAL TERMS & CONDITIONS**

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the Bidders authorized representative or agent. Resubmission of the modified bid must be received within the specified time of bid opening in order to be considered.

2. **Notification of Award:** The successful Bidder(s) shall be notified in writing within ten (10) working days of contract award. The successful Bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Scope of Work, Specifications or supplemental agreement, if applicable, prepared by Village of Ruidoso.

3. **Delivery:** All desired product will be ordered by Owner and shall be delivered to the desired location, on an as needed basis.

4. **Payment Terms:** All successful Bidders for items/services bid shall be subject to the terms of net thirty (30) days after receipt of the firm's proper and acceptable invoice(s) by Village of Ruidoso.

5. **Applicable Taxes:** Bid prices offered by interested bidders are not to include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. The Village agrees to pay all applicable taxes where required. Village of Ruidoso is exempt from paying taxes on supplies and goods. The awarded Bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.

6 **Estimated Quantities:** All Bidders understand that any quantities stated in this ITB are estimated quantities and those actual quantities for the term of the contractor purchase may vary. Village of Ruidoso assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the Village for materials and/or services stated in this ITB are contingent upon available appropriated funding.

**7 Inspection and Acceptance:** Final inspection and acceptance of items, if applicable, will be made at the Contractor's destination. Non-conforming units shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.

**8. Invoice Requirements;** The awarded Contractor(s) invoice shall be submitted in triplicate duly certified and contain at a minimum the following information to be acceptable to the Village.

- Purchase order number - IFB number
- Invoice number
- Unit/Hourly prices with extended totals, if applicable
- Complete descriptions of goods and/or services rendered
- Separate invoices shall be issued for each completed shipment, project or phase as determined in any previous order for such goods and/or services.

**9. Rights to Cancel:** The Village reserves the right to cancel all or any part of any resulting order without cost to the Village if the awarded Contractor(s) fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded Contractor(s) liable for any excess costs associated with the contractor's default. The awarded Contractor(s) shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Village can determine that the goods or services to be supplied by the subcontractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the Village provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.

**10. Bidders Certification:** In submitting a bid, the Bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this IFB by the Village.

**11. Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).

**12. Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.

**13. Rejection of Bids:** The Village reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with Bidders and to accept the offer it deems to be in the best interest of Village of Ruidoso, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.

**14. Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and to function

as indicated in these specifications. The awarded contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED

15. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any Bidder orally. Each request for interpretations shall be in writing addressed to Billy Randolph , Village of Ruidoso Purchasing Office, 311 Center Street, Ruidoso NM or by Email @ [Billyrandolph@ruidoso-nm.gov](mailto:Billyrandolph@ruidoso-nm.gov) and to be given consideration must be received at least five (5) working days prior to the date fixed for the receipt of bids.

16. **Communication:** Direct communication with the Village technical representative or government sponsor of the requirement, other than through the aforementioned individual may result in the elimination of the bidder's offer from consideration.

17. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of written addenda to the IFB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the Village as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for modification and resubmission of bids. Failure of any bidding firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

18. **Brand Names and Model Numbers:** Specifications in this IFB are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.

19. **Item Description (s):** All items on all pages of the specification are representative of the desired sizes and dimensions and as such are intended as guides to potential Bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the Village determines such items to be equal in all material respects to the salient specifications of the products required.

20. **Compatibility or Brand Name(s):** Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved the Bidder shall note such changes in its responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.



21. **Evaluation and Determination of Product:** The evaluation of bids and the determination as to equality of the product or service proposed shall be the responsibility of the Village and will be based on information provided in the Bid and/or information reasonably available to the Village.

22.

A. **IN-STATE PREFERENCE CERTIFICATION:**

New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation and Revenue Department starting January 1, 2012. This in-state preference doesn't apply to contracts that use federal funding.

**Under the new law, in-state companies and contractors will receive:**

Five percent of the total weight of all the factors used in evaluating the proposals; and

The equivalent of five percent of total points if the state contract is awarded on a point-based system. Residential and tax information must be certified by certified public accountant. A copy of the In State Preference Certificate must be included with bidding documents.

B. **RESIDENT VETERANS PREFERENCE:**

Beginning July 1, 2012, but not after June 30, 2022, New Mexico veteran-owned businesses who wish to obtain either a resident veteran business preference or a resident veteran contractor preference must first apply for and obtain certification from the New Mexico Taxation and Revenue Department (TRD). As long as a business initially meets and continues to meet the necessary requirements, a certification issued by TRD is valid for three years from the date of issuance. A business that has been certified by TRD may obtain a bidding preference when participating in a formal bid process or formal request for proposal process for the sale of goods or services to a New Mexico state or local public body. A copy of the Resident veterans Certificate must be included with bidding documents. Resident Veteran Businesses with annual gross revenues of up to \$3M in the preceeding tax year to be 10% lower than the bid actually submitted.

## SUPPLEMENTAL TERMS & CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Village of Ruidoso. The Village reserves the right to accept some minor variances in the approved goods and/or services offered by the bidders if such acceptance is determined to be in the best interest of the Village.

2. **Qualified Bidders:** Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide responsive service to the Village. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the Bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All Bidders shall include references from three (3) or more places of business that these items were sold to.

3. **Inspection of Work (If Applicable):** Representatives of the Village of Ruidoso shall have access, at any reasonable time, to the Bidder's and Manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the recording facility during its normal working hours. The costs associated with such inspection trips shall be borne by the Village.

4. **Late Delivery (If Applicable):** It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the Village may incur as a result of failure to deliver the goods and/or services described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated. The following delivery terms and conditions apply to the item(s) described in the specifications:

The goods and/or services shall be delivered to the Village of Ruidoso Purchasing Office, within thirty (30) days after receipt of the order (ARO).

5. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the Village or conclusive, should it subsequently develop the Bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the Village shall have the right, notwithstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

6. **Order of Preference:** In the event of conflict between the Bid Instructions and General Terms and Conditions and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design (if applicable).

**7. Contract Terms and Conditions:** The contract between the Village and the selected contractor will include this Invitation to Bid, its General Terms and Conditions, its Supplemental Terms and Conditions and the subsequent purchase order for the desired goods and or services. Should a Bidder object to any of the Village's terms and conditions, as contained in this Invitation to Bid, that bidder must propose specific alternative language. The Village may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to the Village and will result in disqualification of the bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

**8. Method of Award:** The item(s) or services will be awarded to the lowest Responsible Bidder(s) meeting or exceeding the minimum required specifications for those items.

**9. Escalation Clause:** In the event of a product cost increase an escalation request will be reviewed by the Village of Ruidoso Governing Body on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by vendor.

Effective dates for increase will not be any sooner than fifteen (15) days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

**10. Freight Escalation:** In the event there is any change in freight rates after the award date of the contract, such change will be charged or credited to the Village as follows:

If an increase in freight rates occurs during the life of this contract, the contract holder shall submit a fully revised schedule of unit prices for the Village's review and approval. The new price schedule will become effective on the date the Village issues written approval to the contract holder.

If a decrease in freight rates occurs during the life of this contract, the contract holder shall submit a fully revised schedule of prices for Village review and approval. The new price schedule will become effective on the same date the Village issues written approval to the contract holder.

## BID SHEET

Vendor is to supply a Specified Asphalt Oil on a Village wide basis in accordance to the specifications as set forth in this bid.

Delivery terms: All desired products will be ordered by Owner and shall be delivered to the desired location, on an *as needed* basis. All prices are quoted FOB loaded at vendor's plant. All prices must have the following included in the price: delivery charges based on mileage and prevailing freight rates, fuel surcharges, and taxes at the time of the bid.

The contract is to be effective from date of execution to a period of 12-months from the effective date, and is renewable annually for a total of up to four (4) fiscal years. The contract will be awarded all, part, or none.

Please provide the following in strict accordance to NMDOT accepted standard specifications for the product PG 70-22: AASHTO M320

### Item

#### Item: SPECIFIED ASPHALT OIL

Bid Item	Item Description	Unit	Unit Bid Price
1.	PG 70-22 ASPHALT OIL	Ton	\$

#### Product: PG 70-22: AASHTO M320

Test Parameter	Test Method	Test Result	Spec
Original Binder			
G*/sin $\delta$ at 70°C, kPa	AASHTO T315	1.16	1.00+
Flash Point, COC, °F	AASHTO T48	425+	425+
Apparent Viscosity at 135°C, Pa-s	AASHTO T316	0.662	3.00-
Residue from Rolling Thin Film Oven Test (AASHTO T240)			
Loss on Heating, %	AASHTO T240	0.183	1.00-
G*/sin $\delta$ at 70°C, kPa	AASHTO T315	2.61	2.20+
Residue from Rolling Thin Film Oven Test (AASHTO T240) and Pressure Aging Test (AASHTO R28) at 100°C			
G* sin $\delta$ at 28°C, kPa	AASHTO T315	1760	5000-
Creep Stiffness at -12°C, MPa	AASHTO T313	138	300-
Creep Rate at -12°C	AASHTO T313	0.339	0.300+

This statement of typical test results contains actual test results that are believed to be representative of the properties of the product shipped with this statement. The values may be from testing of product other than the product shipped with this statement.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

### **SPECIFIC CONDITIONS**

1. Bids must be received by **Monday April 16, 2018 10:00 AM Mountain Time**. Bids received after the date and time specified will be kept on file unopened and will be opened and considered only in the event that all other bids are determined to be non-responsive.
2. Criteria for Award: The award for each item shall be based on the lowest total cost which meets minimum specifications. The Village of Ruidoso reserves the right to reject any or all bids, to waive any technicalities and to accept the bid(s) which in its judgment is most advantageous to the Village. Should the bids be higher than the State price Agreement (if applicable), the Village reserves the right to reject the bid and use the State Price agreement.

**BID FORMS  
SPECIFIED OIL  
IFB# 2018-006B  
NIGP Commodity Code 745-12**

BID SUBMITTED BY:

**AN INDIVIDUAL**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

**A PARTNERSHIP**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

**A CORPORATION**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in **NEW MEXICO** is: \_\_\_\_\_

## A JOINT VENTURE

Name of Joint Venture: \_\_\_\_\_

First Joint Venture Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venture Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bid submitted on \_\_\_\_\_, 20\_\_\_\_.

Bidder's Business Address \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Phone and Fax Numbers, and Address for Receipt of Official Communications, if different from Business Contact Information.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employers Tax ID No.: \_\_\_\_\_

Bid must be received in the Purchasing Department Office by **10:00 am on Monday April 16, 2018.**

If Applicable, Bidder acknowledges receipt of the following Amendments(s):

Amendment No: \_\_\_\_\_ Dated \_\_\_\_\_ Amendment No: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_

Amendment No: \_\_\_\_\_ Dated \_\_\_\_\_ Amendment No: \_\_\_\_\_ Dated: \_\_\_\_\_

Failure of bidders to complete bidding documents in accordance with all instructions provided is cause for Village of Ruidoso to reject bids.

THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION, IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.

**Village of Ruidoso  
Invitation for Bids  
#2018-006B  
NIGP Commodity Code 745-12**

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

To: Village of Ruidoso Purchasing Department  
311 Center Street.  
Ruidoso, NM 88345

From: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Having read the Village of Ruidoso Bid Instructions, General Terms and Conditions, Supplemental Terms and Conditions and examined the specification sheet(s) for the Invitation to Bid reference **IFB#2018-006B** hereby submit the attached firm bid, which will remain open for a period not to exceed sixty (60) days in accordance with all terms and conditions represented in this solicitation for:

**SPECIFIED ASPHALT OIL**

Signature: \_\_\_\_\_ F.O.B. Point: Destination

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

Name Typed or Printed

\_\_\_\_\_ Title

New Mexico Business Preference No. \_\_\_\_\_

\_\_\_\_\_ Firm Name

\_\_\_\_\_



Telephone and Fax Number

**APPENDIX "A"**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**

**SPECIFIED ASPHALT OIL**  
**IFB# 2018-006B**  
**NIGP Commodity Code 745-12**

An Acknowledgement of Receipt Form should be signed and submitted to the Procurement Division (see contact information below). Only Bidders, who elect to return this completed form with the intention of submitting a bid, will receive copies of Village's written responses as well as Addenda, if any are issued.

**BIDDER:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE: PHONE NO:** \_\_\_\_\_

**E-MAIL: FAX NO:** \_\_\_\_\_

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

**CITY: - STATE: ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The above name and address will be used for all correspondence related to the IFB.  
Bidder does / does not (CIRCLE ONE) intend to respond to this IFB.



**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 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) \_\_\_\_\_

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)

**Appendix "C"**  
**RELATED PARTY DISCLOSURE**

1. Are you indebted to or have a receivable from any member of the Council of the Village of Ruidoso; elected Village Officials, administration officials, department heads and key management supervisors with the Village of Ruidoso?

Yes \_\_\_\_\_ No \_\_\_\_\_

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2. Are you, or any officer of your company, related to any member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors of the Village of Ruidoso and have you had any of the following transactions in the last 12 months which Village of Ruidoso was, is to be, a party?

	Yes	No
Sales, Purchase or leasing property	_____	_____
Receiving, furnishing of goods, services or facilities?	_____	_____
Commissions or royalty payments?	_____	_____

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3. Does any member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors with the Village of Ruidoso, have any financial interest in your company, whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the Village of Ruidoso?

Yes \_\_\_\_\_ No \_\_\_\_\_

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4. At any time during the last 12 months 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 Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, and key management supervisors with the Village of Ruidoso?

Yes \_\_\_\_\_ No \_\_\_\_\_

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5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of the Village of Ruidoso?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Signature of Owner or Company President: \_\_\_\_\_ Date: \_\_\_\_\_

(Print Name and Title) \_\_\_\_\_

**APPENDIX “D”**

**DEBARMENT CERTIFICATION**

**Certification Regarding**

**Debarment, Suspension, and Other Responsibility Matters**

The prospective participant 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 all 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 of the offenses enumerated in paragraph (1)(b) of this certification; 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 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.

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Typed Name & Title of Authorized Representative

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Date

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Signature of Authorized Representative



**APPENDIX "E"**  
**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )

) SS

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

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

That he/she is \_\_\_\_\_ of \_\_\_\_\_  
who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid is true;

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

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal/bid, said bidder:

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

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

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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

My commission expires: \_\_\_\_\_