

COUNTY OF MCKINLEY  
P. O. BOX 70  
GALLUP, NM 87305-0070  
(505) 722-3868  
(505) 863-6362 FAX



# MCKINLEY COUNTY

**NEW 2017 VEHICLES FOR SHERIFF'S DEPARTMENT**

**INVITATION TO BID # 2016-13**

**Opening: Thursday, December 1, 2016  
at 2:00 p.m. Local Time**

**Contact: Ronald M Caviggia, Procurement Manager**

# McKINLEY COUNTY

## ADVERTISEMENT FOR BIDS

PUBLIC NOTICE is hereby given that the County of McKinley will receive competitive sealed bids for **IFB #2016-13, VEHICLES FOR SHERRIF'S DEPARTMENT** until **Thursday, December 1<sup>st</sup>, 2016 at 2:00 P.M., Local Time**, at which time bids will be opened and publicly read aloud, in the County Commission Chambers, as more particularly set out in the specifications, copies for such may be obtained from the Purchasing Department, 207 West Hill Street, Gallup, New Mexico, 87301, or McKinley County website: [www.co.mckinley.nm.us/212/Bids-RFPs-Solicitations](http://www.co.mckinley.nm.us/212/Bids-RFPs-Solicitations) . McKinley County reserves the right to accept or reject any or all bids and to waive informalities. For more information please contact Ronald M. Caviggia at (505) 722-3868, Ext. 1076. **The Procurement Code, Sections 13-1-28 Through 13-1-199, NMSA, 1978 imposes civil and criminal penalties for code violations. In addition the New Mexico criminal statutes impose felony/penalties for illegal bribes, gratuities and kickbacks.**

DATED this 9<sup>th</sup> day of November, 2016 BY: /s/ Tony Tanner  
Chairperson, Board of Commissioners



# County of McKinley

207 West Hill Avenue  
Gallup, New Mexico 87301  
505-722-3868  
Fax 505-863-6362

*Commissioner, Dist. 1*  
Carol Bowman-Muskett

*Commissioner, Dist. 2*  
Genevieve Jackson

*Commissioner, Dist. 3*  
Tony Tanner

*Manager*  
Anthony Dimas

## INVITATION FOR BIDS

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

**TITLE:** New, 2017 Vehicles for Sheriff's Department  
**IFB NO.:** 2016-13  
**OPEN:** Thursday, December 1, 2016 @ 2:00 p.m. Local Time

NIGP Commodity Codes for these items are 07180, 07202.

FOR ADDITIONAL INFORMATION CONTACT:

Ronald M. Caviggia, Procurement Manager  
PHONE: (505) 722-3868, Ext. 1076

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

**VIA MAIL**

OFFICE OF THE MANAGER  
COUNTY OF MCKINLEY  
207 WEST HILL AVENUE  
GALLUP, NM 87301

**HAND CARRIED**

OFFICE OF THE MANAGER  
COUNTY COURTHOUSE, 3RD FLOOR  
207 WEST HILL AVENUE  
GALLUP, NM 87301

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

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

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## OFFERER'S CHECK LIST OF SUBMITTAL DOCUMENTS

THIS CHECK LIST IS OFFERED AS AN AID IN COMPLETING YOUR BID. ***YOU ARE NOT REQUIRED TO RETURN IT WITH YOUR BID.*** IF THERE ARE QUESTIONS ABOUT THIS INVITATION FOR BID, PLEASE CALL THE PURCHASING DEPARTMENT AT (505) 722-3868 FOR ASSISTANCE.

1. ACKNOWLEDGEMENT OF RECEIPT OF BID (Return by November 21, 2016) - Page 6
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9. NO RESPONSE STATEMENT – Page 39 (optional)

***RETAIN THIS FORM FOR YOUR RECORDS***

COUNTY OF MCKINLEY

IFB No. 2016-13

**ACKNOWLEDGMENT OF RECEIPT OF BID**

In acknowledgment of receipt of this Bid the undersigned agrees that they have received a complete copy of the bid consisting of thirty-nine (39) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on November 21, 2016. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a proposal are guaranteed to receive copies of all written questions and the County's written responses to those questions, as well as copies of Amendments, if any are issued.**

FIRM: DOES DOES NOT (Circle one) intend to respond to this Formal Bid.

FIRM NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE : \_\_\_\_\_

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

DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

The above name and address will be used for all correspondence related to this Bid.

Return this form to:  
(by fax or email acceptable)

McKinley County Purchasing Department  
Ronald M. Caviggia  
207 West Hill  
Gallup, New Mexico 87301  
(505) 722-3868  
(505) 863-6362 Fax  
Email: [rcaviggia@co.mckinley.nm.us](mailto:rcaviggia@co.mckinley.nm.us)

**Please return this form by November 21, 2016**

# COUNTY OF MCKINLEY INVITATION FOR BIDS

## GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

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

1. **APPLICABILITY:** Except as otherwise specifically provided in this bid, these General Instructions, Terms and Conditions shall govern the procurement of the items specified in this bid. In the event of a conflict between these General Instructions, Terms and Conditions, Supplemental Conditions or the specifications of this bid, the order of application shall be the Specifications, Supplemental Conditions and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance and promulgated Rules and Regulations shall apply.
2. **DEFINITIONS:** As used in this bid, the definitions of the Public Purchases Ordinance apply including the following.
  - A. **"Bid"** means all documents, including those attached or incorporated by reference, issued by the Purchasing Department for soliciting offers to provide goods, services or construction.
  - B. **"Contract"** means any agreement for the procurement of goods, services, construction or concessions. A Purchase Order issued in response to an offer constitutes a contract.
  - C. **"Contractor"** means a bidder who has been awarded a contract.
  - D. **"County"** means the County of McKinley, New Mexico.
  - E. **"Purchase Order"** means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
  - F. **"Purchasing Office"** means the Purchasing Department of the Office of the Manager of the County.
  - G. **"Purchasing Officer"** means the person charged with the responsibility of administering the solicitation.
  - H. **"Bidder"** means a business that submits a response to a competitive solicitation.
  - I. **"Responsible Bidder"** means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors, which may be considered in determining the offeror's capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
  - J. **"Responsive Bid"** means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
  - K. **"Successful Bidder"** means the lowest Responsible Bidder submitting a responsive bid to whom McKinley County, on the basis of the County's evaluation, makes an award. A

Successful Bidder does not become a contractor until a purchase order is signed by the County.

3. PREPARATION OF BID:

- A. **Submission:** All Bids must be submitted on the Invitation for Bids forms enclosed, or a reasonable facsimile. Failure to do so may disqualify your offer. It is the responsibility of the bidder to submit sufficient additional information to allow for a thorough evaluation of the bid submitted.

SUBMISSION OF BID:

1. **Time:** Bids not received by the time and date indicated on the Invitation for Bids will not be accepted, and will be returned unopened.

2. **Hand Carried:** Bids may be hand carried to the Purchasing Department on the Third Floor of the County Courthouse, 207 West Hill Avenue, Gallup, New Mexico.

3. **Mailed:** Bids may be mailed to the attention of the Purchasing Department, County of McKinley, 207 West Hill Avenue, Gallup, New Mexico 87301. The County shall not be responsible for bids that are mailed and not received by the opening date and time specified in the solicitation.

4. **Receipts:** Receipts for hand delivered bids shall be issued by the Office of the Manager (upon request) for bids, which are hand carried.

5. **Envelope Preparation:** The envelope/package containing a bid must be sealed and the following identifying information legibly written or typed on the outside.

- 1). Name of Bidder
- 2). Bid Number assigned by the County to the Invitation for Bids
- 3). Opening date as identified on the bid or subsequent addenda

Failure to properly label your envelope shall not constitute a liability on the part of the County should the envelope be subsequently mishandled or misplaced.

6. **No Other Methods of Bid Delivery:** Neither telephone, telegraphic, emailed, faxed, or any electronically transmitted bids shall be accepted.

- B. **Preparation Method:** All information required in this Bid must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each bid must be signed on the appropriate pages by an individual authorized to bind the bidder submitting the bid.

- C. **Unit Prices:** The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation. Unit prices offered should be for the units specified.

Typographical errors, arithmetic errors or errors clearly evident on the face of the bid document may be corrected in accordance with the New Mexico Procurement Statutes and Regulations, and County Procurement Policy.

- D. **Delivery Time:** Delivery time stated in the specifications shall apply. Deviations by the bidder shall be stated on the Specification Exception form, Appendix A. Time, if stated in number of days, will be consecutive calendar days.

- E. **Payment Terms:** The Invitation for Bids form provides space for the bidder to identify the payment terms that the bidder is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the County Accounts Payable Office.
- F. **Freight Policy:** Freight will be F.O.B. Destination (As indicated on the Invitation for Bids form), Freight Prepaid, unless otherwise specified in this Bid.
- G. **Taxes:** Bidders shall not include any applicable gross receipts taxes in its offered price, unless specified otherwise in this bid, and such offer will be construed in the manner. The County will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the bidder. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply. The County is non-taxable on tangible goods.
- H. **New Material, Etc.:** All materials, supplies, equipment, and vehicles specified in this Bid shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.
- I. **Warranty:** Materials furnished by the successful bidder shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

The bidder agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this bid shall be covered by the most favorable commercial warranties the bidder gives to any customer for such items. Further, the bidder agrees that the rights and remedies provided in such warranties extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

- J. **Brand Names:** Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean "minimum acceptable level" or "minimum quality required" by the County unless the specifications state that no substitutions or equivalents will be allowed.

If the bidder offers an item other than the one specified, which the bidder considers comparable, the manufacture's name and model number of that item must be specified in the bid and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid. Unless the bidder clearly indicates in his bid that he is offering an "equal" product his bid shall be considered as offering the brand name referenced in the specifications.

- K. **Equivalents:** Specifications, as included in this Bid, are intended to indicate the requirements of McKinley County and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted. Equals or equivalents to these specifications will be considered provided Bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications, unless the specifications state that no substitutions or equivalents are allowed. Failure to submit sufficient data/literature to allow a thorough evaluation of your bid may be cause for rejection of your bid. Therefore, include copies of all pertinent data, specifications, or descriptive literature. The County

will be the sole entity to determine the acceptance or non-acceptance of any equivalents.

- L. **Minor Or Technical Irregularities:** Minor or technical irregularities in a bid, when there is no effect on price, quality or quantity may be waived, except where otherwise noted, as long as the proposed material meets the intent of the specifications. Therefore, exceptions may be accepted if they are minor, and provided they are listed and fully explained on the Exceptions form. The County will be the sole entity to determine the acceptance or non-acceptance of any such modifications to the bid and this determination shall be final
- M. **Exception to Specifications:** Bidders are to state any exceptions taken to this Bid on the Specifications Exception form, Pages 27, 32, 36. If no exceptions are stated, the bidder is required to furnish the items exactly as specified and to comply with all other requirements of this bid.
- N. **Indemnity:** The bidder to whom an award has been made as a result of this bid expressly agrees to defend, indemnify and save harmless the County and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the bidder's providing the goods, services for construction pursuant to the bid or by reason of any act or omission, neglect or misconduct of the bidder, the agents, employees or subcontractors of the bidder or the agents or employees of any subcontractor of the bidder. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- O. **Patent Indemnity:** If any item furnished pursuant to any contract resulting from this bid shall be covered by any patent, copyright, or application for patent or copyright, the bidder shall defend, indemnify and save harmless the County from any and all loss, cost or expense or any and all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- P. **Public Inspection:** Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the bid regardless of any designation to the contrary. The County shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the bids. Bidders are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978)
- Q. **Material Safety Data Sheets:** To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this bid. It is the responsibility of the bidder to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the bidder.
- R. **Permits and Licenses:** If applicable Bidder shall be licensed for the work required, and shall obtain all necessary permits and pay any associated fees.

4. **ETHICAL CONDUCT & DEBARRMENT:** By submitting its bid in response to this invitation, the bidder certifies that:
- A. It has not offered, given or agreed to give to any County employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this bid;
  - B. It has not retained a person or solicited or secured a County Contract for a contingent fee;
  - C. It has not taken any action in restraint of free competitive bidding in connection with this bid;
  - D. It has not in any way violated the ethical conduct or other provisions of the County's Public Purchases Ordinance; and
  - E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this bid.
  - F. By submitting this bid/proposal, the bidder/proposer warrants and certifies that they are eligible to submit a bid/proposal because they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local government department or agency.

5. **REQUESTS FOR EXPLANATIONS BY BIDDERS:**

- A. **Requests for Explanation:** Any explanation desired by the bidder regarding the meaning or interpretation of specifications or any part of this bid must be requested in writing and received in the Purchasing Department not less than seven (7) working days before the bid opening date, or by November 21, 2016. Direct all inquiries to Ronald M. Caviggia at 505-863-6362 (Fax), or email [rcaviggia@co.mckinley.nm.us](mailto:rcaviggia@co.mckinley.nm.us)
- B. **Response to Bids:** Oral explanations or instructions given prior to the opening of the offer shall not be binding. The Purchasing Department must issue any official explanations, in writing.
- C. **The only approved contact shall be with the buyer listed in this bid. Bidders making contact with any other County elected official or County employee regarding this Bid may be disqualified.**

6. **ADDENDA:**

Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Department in the form of a written addendum. Any oral or written representation made by any person that materially changes any portion of the solicitation shall not be relied upon unless subsequently ratified by written addendum to this solicitation issued by the Purchasing Office. For a determination as to whether any representation requires that an addendum be issued, contact the Purchasing Office.

Any addenda shall become a part of this bid and should be acknowledged on page 38 of the bid, or by being signed and returned with the bid. Failure to do so may result in disqualification of the bid.

It is the responsibility of all vendors considering making a bid in response to this invitation to ensure that they have received all addenda prior to making a bid. Bidders may contact the Purchasing Department to obtain information regarding any addenda issued. Addenda will also be posted on the County website at [www.co.mckinley.nm.us/212/Bids-RFPs-Solicitations](http://www.co.mckinley.nm.us/212/Bids-RFPs-Solicitations). Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.

7. CLARIFICATION OF BIDS:

The County may, in the evaluation of bids, request clarification from bidders regarding their bid, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted. Failure to timely submit clarifications or requested information will be cause for rejection of the bid

8. WITHDRAWAL OF BIDS:

A bid may be withdrawn in person, or by delivering written or telegraphic notice at any time prior to the scheduled opening of bids.

9. DISQUALIFICATION OF BID:

The County reserves the right to reject a bid for, including but not limited to, any one or more of the following circumstances:

- A. In the past the bidder has failed to comply with previous contractual commitments or bids to the County.
- B. In the opinion of the County the bidder is not capable of providing the offered goods, services, or construction as offered or required by the bid or is otherwise not a responsible bidder.
- C. The bidder has not provided sufficient or detailed information, which allows for the evaluation of the bid.
- D. In the opinion of the County the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The bidder failed to properly fill in any space on the Invitation for Bids form and attached documents where information or a signature is required.
- F. The bidder did not, at the time the bid is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Bid.
- G. The bidder failed to submit with their bid, bid bonds or other material requirements of the Bid or has otherwise submitted a non-responsive bid.
- H. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind, which might make the bid incomplete, indefinite or ambiguous in meaning.
- I. Bid was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the bidder.
- J. The County determines that a bid contains any misrepresentations whatsoever.

10. REJECTION/CANCELLATION OF BIDS:

Any solicitation, prior to opening or after opening, may be canceled or any or all bids may be rejected in whole or in part when it is in the best interest of the County.

11. NONCONFORMING/CONDITIONAL, OR COUNTER BIDS:

A bid which is nonconforming or conditional, whether in part or in whole will be rejected.

12. OPENING OF BIDS:

Time and Place: Bids will be opened by the Purchasing Department at the time and place identified in this Bid. Openings are open to the public. Bidders are encouraged to attend.

13. BID ANALYSIS:

The County reserves the right to analyze, examine and interpret any bid for a minimum period of forty-five (45) consecutive calendar days, after the scheduled time for the opening of bids. Bids may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the forty-five (45) calendar days, the acceptance period may be extended with the mutual concurrence of the bidder, or bidders may withdraw their bids from consideration.

14. AWARD OF CONTRACT:

A. When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the County is provided to the bidder. A Recommendation of Award does not constitute award of contract.

B. Award: If a contract is awarded, it shall be awarded to the responsive and responsible bidder whose bid is lowest in price and is the most advantageous to the County, specifications and other factors considered. The County reserves the right to award a contract based on this Bid in total, or by group of items, on the basis of individual items, or any combination of these as may be stated in the Supplemental Conditions, which in the judgment of the Purchasing Officer best serves the interests of the County.

Bids will be considered only from firms which are regularly engaged in providing the type of materials or services described in the bid and are a manufacturer's or factory authorized dealer, who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate County staff.

C. Quantities: Quantities may be increased or decreased within reasonable amounts as follows:

Increase in Quantity: The County reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the bid, at the same prices, terms and conditions, with the consent of the Contractor.

Decrease in Quantity: The County reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the bid. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the

contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.

- D. Contract Changes: In no case shall a contract be changed without the prior written approval of the Purchasing Officer.
- E. **LOCAL AND RESIDENT PREFERENCE:** In accordance with County Ordinance, a local preference may be afforded a bidder who qualifies as a McKinley County resident business as defined by the McKinley County Ordinance. The preference factor for McKinley County resident bidders is 3.5%. For information on how to apply for the McKinley County resident bidder preference visit our website at <http://www.co.mckinley.nm.us/198/Procurement> or contact the McKinley County Purchasing Office at (505) 722-3868. **You must submit a copy of your McKinley County Resident Business Certificate with your bid to be considered for the local preference**

The State of New Mexico and McKinley County also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978 . **You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to: [www.tax.newmexico.gov](http://www.tax.newmexico.gov) , select “Forms and Publications” and click on “Recently Updated”. The State of New Mexico Resident Business or Resident Veterans Business preferences are not cumulative and bidders will be entitled to only one.

The applicable McKinley County Resident Business preference and either the State of New Mexico Resident Business or Resident Veteran’s Business Preference will be factored into bid prices where applicable. The McKinley County preference and the **State of New Mexico Resident Business or Resident Veterans Business** are cumulative and bidders will have both the McKinley County preference and either the **State of New Mexico Resident Business or Resident Veterans Business preference applied.**

**NOTE:** Your State Tax Number is NOT your Resident Certification Number.

15. DELIVERY, ACCEPTANCE AND GUARANTEE:

- A. No Delivery Before Purchase Order is Issued: No bidder, including the bidder to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the County Purchasing Department.
- B. Cancellation for Non-Delivery: The County reserves the right to cancel any order not delivered by a guaranteed date stipulated in this bid or any contract resulting from this invitation without liability on the County's part, and to recover from the vendor any damages suffered because of said breach.

Delayed Delivery: Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Central Purchasing office, stating all relevant information with respect thereto. Such notice shall not in any

way constitute approval for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

- C. Acceptance of Delivery: Acceptance by the County of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the County's right to require replacement of defective material or inadequate service.

16. INSPECTIONS:

- A. Prior To Acceptance of Delivery: All items of tangible personal property, services or construction shall be provided exactly as offered, and may be inspected prior to acceptance of delivery by the County.
- B. Inferior Materials, Etc.: All items of tangible personal property, services or construction found inferior to the quality specified in this Bid, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.
- C. Substitutions: Any material substituted from that originally bid shall have the prior approval of the County before shipping to the County. If a Purchase Order is issued and upon receipt the material does not meet specifications, the County will return the material freight collect, and may at its option cancel the order.

17. INVOICE AND PAYMENTS:

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, and shall be itemized unless otherwise specified in this Bid. All goods or services must be billed to the County and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with your quotation, notify the Purchasing Department immediately. Invoices are to be mailed to: McKinley County, Board of Commissioners, Accounts Payable, P.O. Box 70, Gallup, New Mexico 87305-0070. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounts Payable at (505) 722-3868.

No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and no payment made for the delivery of the item(s) in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the County, nor conclusive, should it subsequently develop the Bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the County shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

18. DEFAULT/TERMINATION FOR CAUSE:

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Bid in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the County shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the County shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The County shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

If a contract resulting from this Bid is canceled, the Contractor shall not be relieved of liability to the County for damages caused by its breach of the contract. The County reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

19. TERMINATION FOR THE CONVENIENCE OF THE COUNTY:

The County may terminate any contract resulting from this Bid at any time by giving notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the County, if ordered or accepted by the County prior to the effective date of termination.

20. TERMINATION FOR LACK OF APPROPRIATIONS:

Funding for the contract resulting from this Bid has been appropriated by the County Commission for the County's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Bid, its continuation beyond the end of the any fiscal year is contingent on the County Commission making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such termination shall not constitute a default. All payment obligations of the County and all of its interest in the contract will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

21. EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:

McKinley County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The "Contractor" agrees to comply strictly with the policies of "County", as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. The "Contractor" agrees to comply with State Laws and rules applicable to workers' compensation benefits for its employees. If the "Contractor" fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the "County" may terminate this agreement.

22. OSHA REQUIREMENTS IN EMPLOYMENT:

McKinley County shall contract with Companies or Firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise and

shall also comply with the McKinley County Loss Control Manual as if an employee of McKinley County.

25. NO RESPONSE FORMS:

If the bidder will not be submitting a bid in response to this invitation, the No Bid statement, Page 39, included in this Bid, should be completed and returned (Recipient's name and reason for not making a bid must be stated). If you are not submitting a bid, please DO NOT return the entire Bid package. Return ONLY the No Bid statement. If neither a bid nor a No Bid statement is received from a vendor on three (3) consecutive Requests for the same commodity, that bidder may be removed from the Purchasing Office Vendor List for that commodity.

26. PROTEST PROCESS:

- A. Any bidder who is aggrieved in connection with a solicitation or award of an Agreement may protest to the County of McKinley Purchasing Officer in accordance with the requirements of the County of McKinley's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after knowledge of the facts or occurrences giving rise thereto.
- B. **PROTEST BOND:** A Protest Bond in the amount of Eight Hundred (\$800.00) Dollars from a surety company authorized to do business in this state, or in the form of a cashier's check made payable to McKinley County, or cash shall be included with the timely protest to cover the County's administrative costs incurred to administer the protest. In the event that the protest is upheld the Protest bond shall be returned to the protesting bidder. If the protest is disallowed then the protesting bidder will forfeit the bond to McKinley County.
- C. In the event of a timely protest under this section, the Purchasing Officer and the County of McKinley shall not proceed further with the procurement unless the Purchasing Officer makes a determination that the award of contract is necessary to protect substantial interests of the County of McKinley (13-1-173 NMSA 1978).
- D. The Purchasing Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorney's fees (13-1-174 NMSA 1978).
- E. The Purchasing Officer or his designee shall promptly issue a determination relating to the protest. The determination shall:
  - 1) State the reasons for the action taken; and
  - 2) Inform the Protestant of the right to judicial Review of the determination pursuant to 13-1-183 NMSA 1978.
- F. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be sent to the Protestant and other bidders involved in the procurement (13-1-176 NMSA 1978).

27. EXISTING AGREEMENT:

Under the terms and conditions of this Bid all public bodies allowed by law may procure the supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein. Each public body shall be responsible for their own orders and McKinley County accepts no responsibility for other entities.

28. GOVERNING LAW:

This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

29. BRIBES, GRATUITIES, AND KICKBACKS:

The Procurement Code, sections 13-1-28 through 13-1-199, NMSA 1978 imposes civil and criminal penalties for code violations. in addition the new mexico criminal statues impose felony/penalties for illegal bribes, gratuities and kickbacks.

McKinley County reserves the right to cancel the bid, or reject any or all bids in whole or in part, to waive minor irregularities or technicalities in the bid, and to accept the proposal it deems to be in the best interest of the County.

## SUPPLEMENTAL TERMS AND CONDITIONS

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

### **BID DOCUMENTS:**

BID DOCUMENTS MAY BE RETRIEVED BY ACCESSING PURCHASING PAGE OF THE MCKINLEY COUNTY WEBSITE [HTTP://WWW.CO.MCKINLEY.NM.US/212/BIDS-RFPS-SOLICITATIONS](http://www.co.mckinley.nm.us/212/bids-rfps-solicitations) , BY CALLING (505) 722-3868 OR VISITING THE CENTRAL PURCHASING OFFICE AT 207 WEST HILL STREET, GALLUP, NM 87301.

THE COUNTY WILL NOTIFY BIDDERS OF RECORD OF AMENDMENTS/ADDENDA THAT ARE ISSUED. IF YOU ARE NOT A BIDDER OF RECORD FOR THE SOLICITATION, OR IF YOU HAVE DOWNLOADED A COPY OF A SOLICITATION FROM OUR WEBSITE, IT SHALL BE YOUR RESPONSIBILITY TO CHECK OUR WEBSITE FREQUENTLY FOR COPEIS OF ANY ADDENDA/AMENDMENTS OR CORRESPONDENCE CONCERNING THE SOLICITATION. FAILURE TO ACKNOWLEDGE ALL ADDENDAA COULD RESULT IN REJECTION OF YOUR BID/PROPOSAL AS NON-RESPONSIVE. IN THE CASE OF AN INCONSISTENCY BETWEEN INFORMATION ON THIS SITE AND THE PURCHASING FILE DOCUMENT, THE FILE DOCUMENT SHALL PREVAIL.

### **ELECTRONIC COMMUNICATIONS:**

COMMUNICATIONS REGARDING THIS PROCUREMENT, INCLUDING ISSUANCE OF ANY AMENDMENTS, MAY BE CONDUCTED BY ELECTRONIC MEANS (E-MAIL OR FAX). HOWEVER, ELECTRONIC SUBMITTALS OF THE BID WHETHER BY FAX, EMAIL OR OTHER ELECTRONIC MEANS ARE NOT ACCEPTABLE AS NOTED IN THE GENERAL CONDITIONS.

### **PROMPT PAYMENT DISCOUNTS:**

EXCEPT IN THE CASE OF TIE BIDS, PROMPT PAYMENT DISCOUNTS SHALL NOT BE CONSIDERED IN COMPUTING THE LOW BID. SUCH DISCOUNTS MAY BE CONSIDERED AFTER AWARD OF THE CONTRACT.

### **ACKNOWLEDGMENT OF RECEIPT OF BID:**

THE ACKNOWLEDGMENT OF RECEIPT SHOULD BE SIGNED AND RETURNED TO THE PURCHASING OFFICE AS SOON AS POSSIBLE BUT NO LATER THAN 5:00 P.M. LOCAL TIME ON NOVEMBER 21, 2016. **ONLY POTENTIAL BIDDERS WHO ELECT TO RETURN THIS FORM COMPLETED WITH THE INDICATED INTENTION OF SUBMITTING A BID WILL RECEIVE COPIES OF ALL WRITTEN QUESTIONS AND THE CITY'S WRITTEN RESPONSES TO THOSE QUESTIONS AS WELL AS COPIES OF AMENDMENTS, IF ANY ARE ISSUED.**

### **DESIGN CONFORMANCE; OSHA**

THE DESIGN OF ALL EQUIPMENT PURCHASED AS A RESULT OF A BID MADE IN RESPONSE TO THIS REQUEST SHALL BE IN CONFORMANCE WILL ALL APPLICABLE REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT WHICH ARE IN EFFECT AT THE TIME OF DELIVERY.

### **AUTHORIZED DEALER:**

ALL BIDDERS SHALL BE A MANUFACTURERS AND /OR FACTORY AUTHORIZED DEALER WHO IS REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING THE TYPE OF EQUIPMENT DESCRIBED IN THE BID DOCUMENTS.

### **FREIGHT:**

DELIVERY WILL BE FOB DESTINATION, PREPAID AND ALLOWED

### **GUARANTEED PERFORMANCE:**

THE BIDDER, IF AWARDED A CONTRACT AS A RESULT OF THIS BID, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS BID, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE COUNTY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE BIDDER OR THE BIDDER'S SURETY.

**INSPECTION OF MATERIALS:** THE COUNTY RESERVES THE RIGHT TO INSPECT MATERIALS PROVIDED BY THE BIDDER THROUGH A CONTRACT RESULTING FROM THIS BID TO DETERMINE THEIR QUALITY, FITNESS AND SUITABILITY. INSPECTION OF THESE MATERIALS MAY BE CONDUCTED WHENEVER THE COUNTY CONSIDERS NECESSARY.

**MANUFACTURER'S INFORMATION:**

ANY BID MADE IN RESPONSE TO THIS INVITATION SHOULD INCLUDE THE MANUFACTURER'S MAKE AND MODEL NUMBER (AS APPLICABLE) OF EACH ITEM AND LITERATURE CLEARLY DESCRIBING THE ITEM. FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN REJECTION OF THE BID.

**MATERIALS AND WORKMANSHIP:**

ALL MATERIALS FURNISHED BY THE BIDDER SHALL BE FREE FROM DEFECTS AND IMPERFECTIONS. WORKMANSHIP SHALL BE IN ACCORD WITH THE BEST INDUSTRY STANDARDS AND PRACTICES. BOTH MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY.

**STANDARD EQUIPMENT:**

ALL EQUIPMENT AND PARTS WHICH ARE CONSIDERED STANDARD BY THE MANUFACTURER AND ARE REQUIRED FOR A COMPLETE UNIT WILL BE FURNISHED AND SHALL NOT BE EXCLUDED FOR THE REASON THAT THEY WERE NOT SPECIFIED IN THE BID.

**PARTS AND SERVICE MANUALS:**

SUCCESSFUL BIDDER SHALL FURNISH THE COUNTY TWO (2) PARTS AND TWO (2) SERVICE MANUALS (OR IN ELECTRONIC MEDIA) AT THE TIME UNIT IS DELIVERED TO THE COUNTY.

**CONDITION ON DELIVERY:**

UNIT SHALL BE DELIVERED TO THE COUNTY COMPLETELY SERVICED AND READY TO USE. ALL FLUID RESERVOIRS SHALL BE FILLED TO CAPACITY OR TO MANUFACTURER' RECOMMENDED OPERATING LEVEL. UNIT SHALL BE DELIVERED WITH A FULL TANK OF FUEL.

**WARRANTY:**

BIDDER AGREES THAT ALL STANDARD MANUFACTURER'S WARRANTIES, UNLESS OTHERWISE MODIFIED IN THE BID SPECIFICATIONS, INCLUDING WARRANTIES FOR ANY ADDITIONAL EQUIPMENT OR ACCESSORIES SHALL INSURE TO THE BENEFIT OF THE COUNTY AND ALL RIGHTS AND REMEDIES PROVIDED IN SUCH WARRANTIES SHALL EXTEND TO THE COUNTY.

**WARRANTY REPAIRS:**

SUCCESSFUL BIDDER SHALL PROVIDE, OR ARRANGE TO PROVIDE FOR A REPAIR FACILITY CLOSEST TO GALLUP, NM, WHERE FACTORY AUTHORIZED WARRANTY SERVICE ON UNIT WILL BE HONORED, INCLUDING ANY ADDITIONAL EQUIPMENT OR COMPONENTS NOT NORMALLY SUPPLIED BY BIDDER, OR SHALL AGREE TO TRANSPORT THE UNIT TO A REPAIR FACILITY AND RETURN THE SAME, AT NO EXPENSE TO THE COUNTY. VENDOR SHALL ENDEAVOR TO COMPLETE ALL REPAIRS OR MAINTENANCE UNDER WARRANTY WITHIN FIVE (5) WORKING DAYS, UNLESS PARTS AVAILABILITY REQUIRES A LONGER TIME, IN WHICH CASE THE FLEET MANAGER FOR THE COUNTY SHALL BE NOTIFIED.

THE BIDDER SHOULD IDENTIFY THE PLACE OF BUSINESS CLOSEST TO GALLUP, NEW MEXICO, WHERE THE FACTORY AUTHORIZED WARRANTY SERVICE WILL BE HONORED.

**REPAIR AND DOWNTIME, NON-WARRANTY:**

THE SUCCESSFUL BIDDER SHALL PROVIDE, OR ARRANGE TO PROVIDE A SERVICE FACILITY EMPLOYING TRAINED SERVICE REPRESENTATIVES TO SERVICE THE VEHICLE (THIS MAY BE DONE ON A SUBCONTRACT BASIS) WITHIN A **TEN MILE RADIUS** OF THE CITY OF GALLUP. SERVICE SHALL BE PROVIDED TO THE COUNTY ON A PRIORITY BASIS.

THE BIDDER SHALL IDENTIFY THE SERVICE PROVIDER, IF OTHER THAN THE BIDDER, WHERE THE VEHICLE MANUFACTURER'S SERVICE CRITERIA WILL BE HONORED.

**COMPLETE UNIT:**

WHEN ADDITIONAL EQUIPMENT (COMPONENTS) ARE REQUIRED TO COMPLETE A BID PACKAGE WHICH IS NOT NORMALLY SUPPLIED BY THE BIDDER, SUCH EQUIPMENT SHALL BE SUPPLIED BY AN AUTHORIZED EQUIPMENT SUPPLIER, BUT SHALL BE THE FULL RESPONSIBILITY OF THE BIDDER.

**COMPLIANCE:**

WHERE APPLICABLE, VEHICLES SHALL COMPLY WITH STATE STATUTE *PUBLIC ACQUISITION OF AMERICAN-MADE MOTOR VEHICLES REQUIRED* ((NMSA 1978 13-1-188). A STATE AGENCY SHALL ONLY PURCHASE MOTOR VEHICLES ASSEMBLED IN NORTH AMERICA." MOTOR VEHICLE MEANS A LIGHT DUTY VEHICLE UNDER 8,500 POUNDS. (EXCEPT FOR VEHICLES USED FOR LAW ENFORCEMENT)

**LOCKOUT-TAG OUT POLICY:** MCKINLEY COUNTY HAS ADOPTED STANDARD PROCEDURES FOR LOCKOUT-TAG OUT FOR ENERGY ISOLATING DEVICES. COMPANIES OR FIRMS UNDER CONTRACT WITH MCKINLEY COUNTY SHALL PROVIDE THE COUNTY'S SAFETY OFFICER WITH THEIR LOCKOUT/TAG OUT PROCEDURES OR COMPLY WITH THE COUNTY'S LOCKOUT/TAG OUT PROCEDURES WHEN REQUESTED IN THE BID.

**HAZARDOUS COMMUNICATION PROGRAM:**

MCKINLEY COUNTY HAS ADOPTED STANDARD PROCEDURES FOR THE HAZARD COMMUNICATION PROGRAM OTHERWISE REFERRED TO AS THE:"RIGHT TO KNOW LAW", TO PROVIDE KNOWLEDGE, WARNING, PROTECTION AND OTHER MATERIALS. COMPANIES OR FIRMS UNDER CONTRACT WITH MCKINLEY COUNTY SHALL PROVIDE THE COUNTY'S SAFETY OFFICER OR HIS DESIGNEE, WITH THEIR "HAZARD COMMUNICATION PROGRAM" PROCEDURES FOR COMPLY WITH THE COUNTY'S HAZARD COMMUNICATION PROGRAM PROCEDURES WHEN REQUESTED IN THE BID.

**METHOD OF AWARD:**

THE AWARD, IF MADE, WILL BE MADE TO THE BIDDER SUBMITTING THE LOWEST RESPONSIVE AND RESPONSIBLE BID ON **THE BASIS OF INDIVIDUAL ITEMS**, AND WHICH IN THE JUDGMENT OF THE PURCHASING OFFICER, BEST SERVES THE INTERESTS OF THE COUNTY.

**Resident Veteran Business Preference Certification**

(This Form Must be submitted with your bid if you are certified as a New Mexico Resident Veterans business)

\_\_\_\_\_ (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 \$3M or less in the preceding tax year allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

A person that is the owner of a Resident Veteran business shall not benefit from the preference granted herein for more than ten (10) consecutive years, nor for more than one business concurrently.

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

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22, NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

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

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

\_\_\_\_\_  
Date

\*Must be an authorized signatory for the Business

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the

procurement involved if the statements are proven to be incorrect.

COUNTY OF MCKINLEY  
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Sheriff's Department

**SPECIFICATIONS**

**RESPONSIBILITY OF SUCCESSFUL BIDDER**

Bidder shall mark **YES** when the vendor meets the specification completely and shall mark **NO** if the vendor does not meet the specification to its fullest. All **Exceptions** should be explained on the **SPECIFICATION EXCEPTIONS form**.

Any Brand name specified herein is a description and to indicate the standard of quality, performance or other pertinent characteristics and providing for the substitution of equivalent items. **Any item equal to or better will be acceptable. Bidders should submit a brochure and specification that will describe the item they will be providing the County.**

**ITEM NO. 1    Seven (7) Each - New, 2017 Sports Utility Pursuit Rated Vehicle, 4 Door, All Wheel Drive**

	<b><u>MINIMUM SPECIFICATIONS</u></b>	<b><u>MEETS OR EXCEEDS</u></b>
Engine:	V6, gas powered 365HP 350ft-lb of Torque Top speed 130 MPH	YES_____ NO_____
Transmission:	6 speed automatic, Heavy-Duty, Police calibrated	YES_____ NO_____
Air Bags:	Dual stage front air bags and side Curtain air bags (1 <sup>st</sup> & 2 <sup>nd</sup> row)	YES_____ NO_____
Air Conditioner:	Factory installed front w/ auxiliary Climate control AC/heat for rear	YES_____ NO_____
Drive train:	All Wheel Drive, traction control, Roll Stability control works with ABS	YES_____ NO_____
Brakes:	Power, ABS, high performance, police Calibrated, 4 wheel heavy duty discs w/ heavy duty high temperature front & rear calipers 13inch vented heavy duty rotors	YES_____ NO_____
Color:	Exterior- Black, Interior- black trim, Black dash, black headliner. <u>Exterior to be painted, not vinyl wrapped</u>	YES_____ NO_____

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**MEETS OR EXCEEDS**

Doors/Windows:	4 doors and rear lift gate, power locks, Power windows, driver side window, (one touch up/down for front windows) Disable, exterior key locks on driver door, Front passenger door and lift gate, courtesy rear door disable, front door hinge supplemental tether, driver and passenger side	YES_____ NO_____
Suspension:	Independent front and rear suspension Heavy duty stabilizer bar, heavy duty coil springs, gas pressurized hydraulic shocks minimum ground clearance 6.5 inches	YES_____ NO_____
Fuel Tank:	Maximum capacity available	YES_____ NO_____
Power train Mounts:	Heavy duty	YES_____ NO_____
Cooling:	High volume- radiator, engine cooler Transmission fluid cooler (heavy duty)	YES_____ NO_____
Keys:	Three (3) complete sets of keys with Remote keyless entry (fleet keys, no chip)	YES_____ NO_____
Mirrors:	Heated power mirrors with blind spot mirror, Manual foldaway	YES_____ NO_____
Audio System:	Radio with AM/FM/CD/MP3/Aux./USB	YES_____ NO_____
Phone compatibility:	SYNC System or equivalent, Bluetooth hands free calling with steering Wheel controls and voice command	YES_____ NO_____
Seats:	Front- bucket seats (black police grade Cloth) 6 way power adjustable, manual lumbar Head restraint, seatback foam designed for Utility belt, steel intrusion plates in both front Seatbacks, 2 <sup>nd</sup> row- (black police grade vinyl), 60/40 bench seat	YES_____ NO_____
Steering:	Power, tilt wheel/cruise control, electric Power assisted steering, heavy duty, Column mounted gear shift	YES_____ NO_____
Tires:	V rated tires up to 130MPH	YES_____ NO_____

Spare Tire: Full size, with TPMS, to be mounted Under cargo area YES\_\_\_\_\_ NO\_\_\_\_\_

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**MEETS OR EXCEEDS**

Wheels: 18 inch heavy duty steel wheels (black) Vented with center caps, all tires with tire pressure monitoring system YES\_\_\_\_\_ NO\_\_\_\_\_

Wheel Base: 112 inches minimum YES\_\_\_\_\_ NO\_\_\_\_\_

Floor Covering: heavy duty black vinyl YES\_\_\_\_\_ NO\_\_\_\_\_

Back Up Camera: rear video camera, in mirror & not & not dash mounted YES\_\_\_\_\_ NO\_\_\_\_\_

Tools: Mechanical jack, wheel wrench, to be Stored in cargo area YES\_\_\_\_\_ NO\_\_\_\_\_

Alternator: Heavy duty 220 Amp YES\_\_\_\_\_ NO\_\_\_\_\_

Battery: Heavy Duty 750 CCA YES\_\_\_\_\_ NO\_\_\_\_\_

On Board Computer: Tracks engine hours, service, fuel Economy, tachometer, certified speedometer Fluid levels, temperatures, engine/vehicle problems YES\_\_\_\_\_ NO\_\_\_\_\_

Pedals: Power-adjustable YES\_\_\_\_\_ NO\_\_\_\_\_

Spotlight: Six inch white LED on driver side YES\_\_\_\_\_ NO\_\_\_\_\_

Reverse Assist: Reverse Sensing system, audible stereo Override YES\_\_\_\_\_ NO\_\_\_\_\_

Tint: first row tint (matching 2<sup>nd</sup> & 3<sup>rd</sup> row) Privacy glass on 2<sup>nd</sup> row, 3<sup>rd</sup> row and rear lift gate YES\_\_\_\_\_ NO\_\_\_\_\_

Lighting: Red/White LED dome lighting in cabin YES\_\_\_\_\_ NO\_\_\_\_\_

Crash Rating: 75MPH rear end crash tested YES\_\_\_\_\_ NO\_\_\_\_\_

Monitoring: Blind spot monitoring with cross traffic Alert YES\_\_\_\_\_ NO\_\_\_\_\_

Mounting Hardware: 9 inch console mounting plate for Aftermarket console and equipment YES\_\_\_\_\_ NO\_\_\_\_\_

Warranty: Manufacturer's Standard Warranty, YES\_\_\_\_\_ NO\_\_\_\_\_

Furnish Warranty details with bid.

**COUNTY OF MCKINLEY**  
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VEHICLE:

Model Year: \_\_\_\_\_ Make Offered: \_\_\_\_\_ Model: \_\_\_\_\_

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Servicing Facility for Warranty Repairs on Vehicle and all Components/Accessories

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Servicing Facility within 10 Mile Radius of Gallup for Non-Warranty **Vehicle** Repairs

Any explanation desired by the bidder regarding clarification of or the meaning or interpretation of specifications or any part of this bid must be requested in writing and received in the Purchasing Department not less than seven (7) working days before the bid opening date, or by NOVEMBER 21, 2016. Direct all inquiries in writing to Ronald M. Caviggia at 505-863-6362 (Fax), or email [rcaviggia@co.mckinley.nm.us](mailto:rcaviggia@co.mckinley.nm.us)



COUNTY OF McKINLEY  
IFB # 2016-13

Sheriff's Department

**SPECIFICATIONS**

**Item No. 2 - Two (2) Each - New 2017 Full Size Sports Utility Vehicle, Pursuit Rated Vehicle, 4 Door, 4 X 4**

	<u>MINIMUM SPECIFICATIONS</u>	<u>MEETS OR EXCEEDS</u>
Engine:	5.3L V8, gas powered 355HP minimum 383ft-lb of Torque minimum Rated to 120 MPH	YES_____ NO_____
Transmission:	6 speed automatic, Heavy-Duty, w/ overdrive and tow/haul mode Stabilitrak or equivalent	YES_____ NO_____
Air Bags:	Dual stage front air bags and side Curtain air bags (1 <sup>st</sup> & 2 <sup>nd</sup> row)	YES_____ NO_____
Air Conditioner:	Factory installed front w/ auxiliary Climate control AC/heat for rear	YES_____ NO_____
Transfer Case:	2 speed electronic, 2hi, 4auto, 4hi, 4lo, And neutral setting	YES_____ NO_____
Axle:	3.08 ratio with heavy duty locking differential	YES_____ NO_____
Brakes:	Power, heavy duty, 4 wheel ABS front And rear disc with vacuum boost assist	YES_____ NO_____
Color:	Exterior- Black, Interior- black trim, Black dash, black headliner. <u>Exterior</u> painted, not vinyl <u>wrapped</u>	YES_____ NO_____
Doors/Windows:	4 doors and rear lift gate, power locks, Power windows, (one touch up/down for front windows) driver side window disable, exterior key lock on driver door *rear door/window inoperable	YES_____ NO_____
Suspension:	Independent front and rear suspension Heavy duty stabilizer bar, police rated	YES_____ NO_____
Fuel Tank:	Maximum capacity available	YES_____ NO_____

**COUNTY OF MCKINLEY  
IFB # 2016-13**

**MEETS OR EXCEEDS**

Power Train Mounts:	Heavy duty	YES_____	NO_____
Cooling:	heavy duty high capacity radiator With electric fans, engine oil heat exchanger, Transmission oil heat exchanger	YES_____	NO_____
Keys:	Three (3) complete sets of keys with Remote keyless entry	YES_____	NO_____
Mirrors:	outside power heated adjustable, Manual folding, body color	YES_____	NO_____
Audio System:	Radio with AM/FM/CD/MP3/Aux./USB	YES_____	NO_____
Phone compatibility:	Bluetooth cell phone hands free calling	YES_____	NO_____
Seats:	Front- bucket seats (black cloth) 6 way power adjustable, manual lumbar Deletion of center seat section for console Installation by customer 2 <sup>nd</sup> row bench- (black vinyl)	YES_____	NO_____
Steering:	Tilt wheel w/ cruise control, electric Power assisted steering, Column mounted gear shift	YES_____	NO_____
Tires:	All season V-rated with Tire Pressure Monitoring System	YES_____	NO_____
Spare Tire:	full size (black), with TPMS, lockable With winch type carrier under frame	YES_____	NO_____
Wheels:	17 inch heavy duty steel wheels (black) Vented with center caps, all tires with tire pressure monitoring system	YES_____	NO_____
Wheel Base/GVWR:	116 inches WB/ 7100 lbs GVWR	YES_____	NO_____
Floor Covering:	heavy duty black vinyl	YES_____	NO_____
Back Up Camera:	rear video camera	YES_____	NO_____

**COUNTY OF MCKINLEY  
IFB # 2016-13**

**MEETS OR EXCEEDS**

Alternator:	Heavy duty 170 Amp with idle boost Or equivalent	YES_____	NO_____
Battery:	Heavy Duty 750 CCA minimum, or equivalent (dual batteries eg.)	YES_____	NO_____
On Board Computer:	digital speedometer, engine oil pressure, Fuel, battery volts, coolant temperature Tachometer, engine hours, warnings, backup Sensor status while backing	YES_____	NO_____
Pedals:	Power-adjustable	YES_____	NO_____
Spotlight:	Six inch white LED on driver side	YES_____	NO_____
Reverse Assist:	Reverse Sensing system, audible stereo Override	YES_____	NO_____
Tint:	first row tint (matching 2 <sup>nd</sup> & 3 <sup>rd</sup> row) Privacy glass on 2 <sup>nd</sup> row, 3 <sup>rd</sup> row and rear lift gate	YES_____	NO_____
Warranty:	Standard Factory Warranty Furnish Warranty info with Bid	YES_____	NO_____
Lighting:	Red/White LED dome lighting in cabin	YES_____	NO_____
Monitoring:	Blind spot monitoring with cross traffic Alert	YES_____	NO_____
Wiring:	Wiring for grill lamps and siren speaker Horn and siren circuit, ground studs in rear compartment	YES_____	NO_____
Defogger:	electric, rear window	YES_____	NO_____
Under Body:	Front Underbody shield to protect Front underbody and oil pan	YES_____	NO_____
Hill Start Assist:	Preventing front or rear rolling during Drive off	YES_____	NO_____

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VEHICLE:

Model Year: \_\_\_\_\_ Make Offered: \_\_\_\_\_ Model: \_\_\_\_\_

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Servicing Facility for Warranty Repairs on Vehicle and all Components/Accessories

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Servicing Facility within 10 Mile Radius of Gallup for Non-Warranty **Vehicle** Repairs

Any explanation desired by the bidder regarding clarification of or the meaning or interpretation of specifications or any part of this bid must be requested in writing and received in the Purchasing Department not less than seven (7) working days before the bid opening date, or by NOVEMBER 21, 2016. Direct all inquiries in writing to Ronald M. Caviggia at 505-863-6362 (Fax), or email [rcaviggia@co.mckinley.nm.us](mailto:rcaviggia@co.mckinley.nm.us)



Sheriff's Department (Administration)

**SPECIFICATIONS**

**ITEM NO. 3**

**One (1) Each – New 2017 Pickup Truck, 4 Door, 1/2 Ton, Crew Cab, 4 X 4**

	<b><u>MINIMUM SPECIFICATIONS</u></b>	<b><u>MEETS OR EXCEEDS</u></b>
Gas Engine:	355 HP 380 lb. ft. torque	YES_____ NO_____
Wheelbase:	143"	YES_____ NO_____
GVWR:	7,000 Lbs.	YES_____ NO_____
Transmission:	6 speed automatic, tow/haul package, 4 wheel drive	YES_____ NO_____
Air Bags:	Frontal driver and passenger, Head curtain side-impact, Seat-mounted Side impact	YES_____ NO_____
Air Conditioner:	Factory installed	YES_____ NO_____
Brakes:	Four wheel antilock disc	YES_____ NO_____
Color:	Flat Black exterior paint/ black interior Vinyl wrap not acceptable	YES_____ NO_____
Doors/Windows:	Power locks/power windows. Rear window electric defogger.	YES_____ NO_____
Off Road Package:	Underbody Skid Plates	YES_____ NO_____
Keys:	Three (3) complete sets of keys, Remote keyless entry	YES_____ NO_____
Spotlight:	6", driver side mounted	YES_____ NO_____
Phone Compatibility:	Bluetooth hands free calling with Steering wheel controls and voice command	YES_____ NO_____
Mirrors:	Outside power-adjustable, manual-folding	YES_____ NO_____

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**MEETS OR EXCEEDS**

Audio System:	AM/FM/CD/USB/Aux./MP3	YES_____ NO_____
Seats:	Front Bucket Seats with Console, power driver side seat adjuster and manual passenger side seat adjuster	YES_____ NO_____
Seat Trim:	Cloth seat, black	YES_____ NO_____
Steering:	Power, tilt wheel/cruise control,	YES_____ NO_____
Tires:	All Terrain, Tire pressure monitoring system	YES_____ NO_____
Tire Carrier:	Lockable outside spare, winch type mounted under frame at rear	YES_____ NO_____
Spare Tire:	All terrain, full size spare	YES_____ NO_____
Wheel:	Factory Standard	YES_____ NO_____
Windshield Wipers:	Factory equipped	YES_____ NO_____
Trailer towing package:	Heavy Duty Towing Equipment Includes hitch platform with 2" receiver, 2" adapter and 6-7 wire harness	YES_____ NO_____
Recovery Hooks:	2 front, frame mounted	YES_____ NO_____
Fog Lamps:	Front, halogen	YES_____ NO_____
Front/rear floor mats:	Rubberized black vinyl floor mats	YES_____ NO_____
Floor covering:	Carpet	YES_____ NO_____
Tint:	First row (matching 2 <sup>nd</sup> row and rear Glass) Privacy glass on 2 <sup>nd</sup> row and rear glass	YES_____ NO_____
Step Assis/Running Boards:	Running Boards	YES_____ NO_____
Warranty:	Standard Factory Warranty. Furnish Warranty information with bid	YES_____ NO_____

COUNTY OF MCKINLEY  
IFB # 2016-13

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VEHICLE:

Model Year: \_\_\_\_\_ Make Offered: \_\_\_\_\_ Model: \_\_\_\_\_

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Servicing Facility for Warranty Repairs on Vehicle and all Components/Accessories

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Servicing Facility within 10 Mile Radius of Gallup for Non-Warranty **Vehicle** Repairs

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**COUNTY OF MCKINLEY**  
**IFB # 2016-13**

**PRICE PROPOSAL (page 1 of 2)**

**DUE DATE:** December 1, 2016 @ 2:00 P.M. Local Time

Having carefully examined the notice to bidders, general instructions to bidders, terms and conditions, supplemental terms and conditions, and project specifications, addenda(s), the site of the work, the work on the above-named project, the undersigned hereby proposes to furnish all products, materials, labor, equipment, tools, transportation, services, licenses, fees, permits, etc. (not including New Mexico Gross Receipt Taxes or any additive alternates) required by said documents and to complete all divisions of the work stipulated. The Board reserves the right to reject any or all bids in whole or in part, to waive minor informalities or irregularities and to accept the bid it deems to be in the best interest of the County.

Item No.	Description	Quantity	Unit Price	Extended Amount
1.	New, 2017 Sport Utility Pursuit Rated Vehicle, 4 Door, All Wheel Drive	<b>7 Each</b>	\$ _____	\$ _____
<b>Delivery Time ARO:</b> _____				
2.	New 2017 Full Size Sports Utility Vehicle, Pursuit Rated Vehicle, 4 door, 4 X 4	<b>2 Each</b>	\$ _____	\$ _____
<b>Delivery Time ARO:</b> _____				
3.	New 2017 Pickup Truck, 4 Door, 1/2 Ton, Crew Cab, 4 X 4	<b>1 Each</b>	\$ _____	
<b>Delivery Time ARO:</b> _____				

COUNTY OF MCKINLEY  
IFB # 2016-13

**PRICE PROPOSAL (page 2 of 2)**

**ADDENDUMS: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:**

AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_  
AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

Failure to acknowledge receipt as provided above may be sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the contractor's responsibility to become fully advised of all addenda prior to submitting a bid.

**SEE ATTACHED SPECIFICATIONS FOR COMPLIANCE**

Company Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Signature: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax No. \_\_\_\_\_  
F.O.B. Point: Destination \_\_\_\_\_ Email : \_\_\_\_\_

Please state: Payment Terms: \_\_\_\_\_  
Payment terms to be not less than net 20

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

Federal ID or Social Security Number: \_\_\_\_\_

**APPLICABLE ONLY WHEN CHECKED:**

- Liability Insurance is required prior to award
- Copy of Workers' Compensation prior to award

**~~FAILURE TO PROVIDE THE FOLLOWING INFORMATION WILL RESULT IN YOUR  
BID TO BE NON-RESPONSIVE.~~**

- ~~DWS Registration Number~~
- ~~Bid Bond of 5% Included~~
- ~~Performance Bond of 100% upon award of contract~~
- ~~Payment Bond of 100% upon award of contract~~

**COUNTY OF MCKINLEY**  
**IFB # 2016-13**

**NO-BID STATEMENT**

In an effort to make the procurement of County of McKinley goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluating factors, which relate to the competitiveness of our bids. Please check any of the boxes below, which may apply.

- Specifications - Restrictive, unclear, specialty item, etc.
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Bid Time - Insufficient time to properly bid.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment process.
- Miscellaneous - Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your inability to bid.

**VENDOR STATEMENT**

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**NOTE: RETURN THIS FORM ONLY IF  
YOU ARE NOT SUBMITTING  
A BID**

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Firm Name)