PURCHASING SERVICES OFFICE
801 Leroy Place
Brown Hall, Room 100
Socorro, NM 87801
(575) 835-5881 (V)
(575) 835-5887 (F)
Purchasing@nmt.edu
https://www.nmt.edu/finance/purchasing/rfb.php

RFB #	**RFB26100010 (Rebid)**
Commodity	**Mass Spectrometer (49055)**
Due Date	**11/4/2025**
Time	**2:00 pm MST**
Buyer's Name	**Meradeth Montoya**
Buyer's email address	**meradeth.montoya@nmt.edu**

INSTRUCTIONS TO BIDDERS

QUESTIONS: Questions regarding this bid will be accepted up to five (5) calendar days prior to the bid opening. Please email all questions to the buyer shown above or purchasing@nmt.edu .

Please read carefully all instructions, specifications, terms and conditions. Failure to comply may result in the submitted bid being declared non-responsive.

Type or print all information requested in this bid in the spaces provided in the bid package. Any corrections made should be initialed. The bid must contain an original, inked signature by the individual authorized to commit the company.

Submit one (1) original with original signature and one (1) copy of the bid. Bids must be submitted in a sealed envelope or sealed package and clearly display the **NAME** and **ADDRESS OF BIDDER,** this **BID NUMBER**, **DUE DATE, BID OPENING TIME** and marked as a **"SEALED BID"** on the front of the envelope or package. Each bid must be addressed and submitted separately, i.e., not to be included with sample packages or other numbered bids. **FAXED OR EMAILED BIDS ARE NOT ACCEPTABLE. LATE BIDS WILL BE REJECTED AND RETURNED TO THE SENDER UNOPENED.** The time and date stamped by the date/time clock in the Purchasing Services Office shall determine the "Official Due Date and Time" regarding this bid.

Bids received by the established date and time will be opened publicly. The opening will be held in the NMIMT Purchasing Services Office. Anyone may attend the opening. All information will become public information at the time the bid is opened.

All bids shall be firm for acceptance for sixty (60) days from the date of the bid opening unless specified otherwise.

Note: Only bids received for these items will be considered. Quotes submitted to a department by a vendor prior to the bid issue date are considered null and void by NMT.

New Mexico Tech Federal Identification Number: 85-6000-411 New Mexico CRS Number: 01-507116-002

DUE TO THE GEOGRAPHIC LOCATION OF NEW MEXICO TECH, OVERNIGHT OR EXPRESS DELIVERY SERVICES ARE INCREASINGLY EXPERIENCING LATE DELIVERY TO CAMPUS. ALTHOUGH THESE SERVICES GUARANTEE THE DELIVERY WILL ARRIVE IN A TIMELY MANNER, OFTEN IT DOES NOT. IT FALLS UPON THE BIDDER OR OFFEROR TO ENSURE THEIR PACKAGE IS SENT WITH SUFFICIENT LEAD TIME TO ENSURE DELIVERY BEFORE THE DATE AND TIME SHOWN IN THE BID.

STANDARD BID TERMS AND CONDITIONS

1. **GENERAL:** When the Buyer for the New Mexico Institute of Mining and Technology (New Mexico Tech) issues a purchase document in response to Supplier's bid, a binding contract is created governed by the law of the State of New Mexico and consisting of Supplier's bid and New Mexico Tech's purchase document. Any inconsistency or conflict between or among Supplier's bid and the purchase document shall be resolved in the following descending order of preference: (a) order-specific provisions which are typed or handwritten by New Mexico Tech on the purchase document; (b) documents expressly incorporated by reference on the face page(s) of the purchase document; (c) these Standard Terms and Conditions; (d) any Statement of Work (SOW) attached to the purchase document; and (e) any specifications attached to the purchase document. Rescission, modification or waiver of any provision of any resulting purchase order / contract is not allowed unless issued by the Buyer in writing.

2. **ACCEPTANCE-REJECTION:** New Mexico Tech reserves the right to accept or reject any or all bids, to waive any irregularity, and to accept any part of a bid as deemed to be in the best interest of New Mexico Tech.

3. **ACKNOWLEDGEMENT OF AMENDMENT / ADDENDUM:** Bidders shall acknowledge receipt of any amendments / addenda to this bid by identifying the amendment number and date in the space provided in the bid package.

4. **ALTERNATE BID ITEMS:** The Manufacturer and Model Numbers furnished on the itemized list, or in the specifications of this bid, are to establish the standard of performance and characteristics desired and not intended to limit or restrict competition. Offers submitted as equal alternates will be considered provided adequate descriptive literature is submitted with each bid. New Mexico Tech reserves the right to reject any item(s) not meeting specifications or less than equal in performance and characteristics to the items specified. The determination of equivalency of like items is at the sole discretion of New Mexico Tech.

5. **APPROPRIATION:** The performance of this Agreement by NMT is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. NMT's decision as to whether sufficient funds are available and whether sufficient appropriations and authorizations have been made shall be made in good faith and in its sole discretion, shall be accepted unconditionally by the Contractor, and shall be final. If NMT decides that sufficient funds are not available and/or sufficient appropriations and/or authorizations have not been made, it shall notify the Contractor of its decision in writing and may either terminate this Agreement or propose modifications to accommodate the insufficient funds and/or appropriations and/or authorizations. If NMT proposes modifications, the Contractor shall within thirty (30) days after receiving NMT's notice give NMT written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate this Agreement. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall NMT be liable for any financial or other penalty on account of any termination or modification of this Agreement as a result of insufficient funds, appropriations or authorizations.

6. **ASSIGNMENT:** No right or duty in whole or in part of the Supplier may be assigned or delegated without the prior written consent of New Mexico Tech.

7. **AWARDS:** New Mexico Tech reserves the right to make multiple awards of the items, projects, and / or sections of this bid. Price agreements may be awarded on a unit basis for each individually numbered item to the lowest responsible bidder; or when a group of items have been consolidated for uniformity, it may be necessary to bid all inclusive items to receive consideration.

8. **BID SUBMITTALS:** Bidders are to complete and return the following items in a sealed envelope or other sealed package: Bid Submittal; Itemized List; Certifications; Support Documents; and, Descriptive Literature if bidding other than "as specified". All listed submittals must be received in the Purchasing Services Office prior to the bid opening time stated on page one of the bid package. Failure to provide any of these items may result in rejection of bid.

9. **BIDDER QUALIFICATIONS – BUYER'S APPROVAL:** Before the award of any contract, the New Mexico Tech buyer shall be satisfied that the bidder involved, (1) has appropriate technical experience, (2) has a financial status to meet obligations incidental to complete any resulting contract or order, (3) has adequate facilities and staff to provide delivery, training and warranty service as required, (4) has the capacity to provide supplies or replacement parts as needed and (5) has satisfactorily fulfilled other contracts / orders of this nature. It is the responsibility of the bidder to acquaint the buyer with these qualifications if required.

10. **CANCELLATION:** New Mexico Tech reserves the right to cancel any request for bid, purchase order or contract, in whole or in part, without penalty, due to non-appropriation of funds, or for failure of the Supplier to comply with the terms, conditions and specifications or when in the best interest of New Mexico Tech.

11. **DELIVERY:** Please state your earliest delivery date in the area provided in the bid package.

12. **DELIVERY DELAYS:** If after award, the Supplier becomes aware of a possible problem that could result in delay in the agreed to delivery schedule, the Supplier must immediately notify the Buyer. Notification may be electronic or via telephone, giving the probable cause with a recommended alternative action.

13. **DISCOUNTS & PAYMENT TERMS:** In determination of award, discounts for early payment will not be used in computing the low bid. Payment terms and discount time will be computed from the **date of satisfactory receipt** of the items/services, or a correct invoice, whichever is later. The point of receipt shall be the delivery address for shipments, or the billing address for invoices, as specified on the purchase order.

14. **E-VERIFICATION:** The Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices. Submission of the information required is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. More information regarding the employment requirements can be found at the following website: http://www.uscis.gov/files/form/i-9.pdf

    NMT E-Verify Company ID Number is 165512

15. **F.O.B. DESTINATION:** All prices shall be F.O.B. Destination and shall include all charges, including but not limited to freight, estimated customers charges, excise and import taxes, insurance, packaging, warranty, inspections and other associated costs that may be imposed in fulfilling the terms of the bid.

16. **INSPECTION:** Final inspection and acceptance will be made at the destination. If prior to final acceptance any materials, supplies or service are found to be defective or not as specified, the Supplier at his risk and expense shall remove and / or replace materials supplies and services rejected at the destination for non-conformance with specification, promptly after notification of rejection. Supplier shall reimburse New Mexico Tech for all incidental and consequential costs related to unaccepted materials, supplies or service.

17. **INSURANCE PROTECTION, LIABILITY AND PROPERTY:** New Mexico Tech, as an agency of the State of New Mexico, is self-insured for all property and liability insurance. Such protection applies to New Mexico Tech officers and employees only. All other individuals and organization must provide their own property and liability coverage.

18. **INVOICES:** All invoices shall be sent to New Mexico Tech, Accounts Payable, Wells Hall, 801 Leroy Place, Socorro, NM 87801.

19. **LICENSES AND CERTIFICATES:** Bidders must be able to furnish evidence of any licenses or certification as called for in the specifications of bid. Failure to furnish such evidence will be cause for rejection of their bid or any resulting contract or purchase order of this bid.

20. **METHOD OF AWARD:** Award shall be made on the basis of the lowest price quoted, quality and delivery being equal. When necessary bids shall be evaluated based on the requirements which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose.

21. **METHOD OF BID:** Bidders shall submit a unit price and extended total for each item and a TOTAL NET BID where called for. Bidders are to complete the enclosed bid forms. They may then reference any attachments giving further price breakdowns if necessary. In the event that no single Supplier offers an acceptable bid, New Mexico Tech reserves the right not to award the contract.

22. **MINIMUM INSURANCE REQUIRED:** Any Supplier performing services on the premises of New Mexico Tech, or on behalf of New Mexico Tech, is required to carry the following minimum insurance coverage. Upon request, the Supplier will include New Mexico Tech, its officers and employees, as an additional insured and

provide certificates of coverage to the Purchasing Services Office.

Workers Compensation	Minimum by Statute
Employer's Liability	$100,000
Commercial General Liability – Including contractual	
Single Limit	$300,000 *OR*
Bodily Injury Liability	$100,000 each person $300,000 each occurrence
Property Damage Liability	$100,000 each occurrence
Comprehensive Automobile – Including owned and non-owned	
Single Limit	$300,000 *OR*
Bodily Injury Liability	$100,000 each person $300,000 each occurrence
Property Damage Liability	$100,000 each occurrence

23. **MODIFICATIONS:** Only modifications received prior to the time specified for the bid closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.

24. **PACKAGING:** Packaging of materials shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Supplier's expense.

25. **POTENTIAL COSTS UNSPECIFIED:** The supplier shall include in his / her bid all material and labor costs known to be required to complete the work under this bid including any materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the bid price.

26. **PRICING:** New Mexico Tech qualifies for governmental and educational discounts. Unit prices shall reflect these discounts. Unit prices shall be shown on all bids. If an apparent mistake exists in the extended price, the unit price shall govern in the bid evaluation and contract administration.

27. **QUALITY:** Unless otherwise indicated in the request for bid, all material and equipment delivered and / or installed under this bid shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two (2) or more units of the same class of materials and / or equipment are required, the units shall be the products of the same manufacturer. Unless indicated in the bid, items that are used, demonstrators, obsolete, seconds or which have been discontinued, are unacceptable without prior written approval of New Mexico Tech.

28. **QUANTITIES:** The quantities shown in this Request for Bid are based on estimated needs. New Mexico Tech reserves the right to increase or decrease quantities to meet actual needs. (No maximum limits apply).

29. **RESIDENTIAL PREFERENCE:** In compliance with New Mexico Statute 13-1-21 and SB1 a residential preference of 5% will be used in evaluating bids for purchases exceeding $60,000 using state funds. A copy of the certification issued by the New Mexico Department of Taxation and Revenue dated on or after 1/1/2012 shall be attached to the bid document. The preference is prohibited for expenditures involving federal funds.

30. **VETERANS PREFERENCE:** In compliance with New Mexico Statutes 13-1-21 or 13-1-22, a New Mexico resident veteran contractor, upon providing certification as a resident veteran and verification of annual revenues, shall be given a preference of ten percent. The preference may not be combined with the residential preference, but may be used once Veterans Preference cap is reached. Procurements involving federal funds are excluded from in state preference laws.

31. **RIGHT TO AUDIT:** New Mexico Tech reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement. Such audit may be conducted by New Mexico Tech personnel or a third party under contract with New Mexico Tech. New Mexico Tech shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from New Mexico Tech the contractor agrees to fully cooperate with the auditors.

32. **SAFETY REQUIREMENTS:** All materials, equipment and supplies furnished to New Mexico Tech must comply fully with all safety requirements as set forth by the State of New Mexico Environmental Improvement Board, Rules of the Industrial Commission on Safety and all applicable OSHA Standards. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES, TOXIC SUBSTANCES, INFECTIOUS AGENTS OR PESTICIDES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS (MSDS). The contractor shall defend, indemnify and hold New Mexico Tech free and harmless against any and all claims, loss, liability and

expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

33. **SIGNATURE:** The bid response must be signed by an authorized representative in order for bid to be considered responsive. The signature must be an original, inked signature in all areas of the bid where a signature is required.

34. **SPECIFICATIONS:** The specifications in this request for bid are the minimum acceptable. When specific manufacturer and model numbers are used, it is to establish a design, type construction, quality, functional capability and / or performance level desired. Alternates may be bid, identified by manufacturer, stock number and adequate information to establish equivalency.

35. **STATUS OF SUPPLIER:** The Supplier is an independent contractor performing services for New Mexico Tech and neither he / she nor his / her agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of New Mexico Tech vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of New Mexico Tech. The Supplier acknowledges that all sums received under the resultant agreement are personally reportable by him / her for income, self-employment and other applicable taxes.

36. **SUBMISSIONS OF SAMPLES / DRAWINGS / LITERATURE:** It may be necessary to test samples or have demonstration to make an award. All samples, when required, shall be furnished free of expense to New Mexico Tech. Returns shall only be made at the Bidder's request and expense.

37. **TAXES:** New Mexico Tech is exempt from New Mexico Sales Taxes on materials, except those used in construction. Services provided to New Mexico Tech are not exempt. Taxes on services should be included as a separate line item and not included in the bidder's base price bid. For state reporting purposes, when tax is applied to a service the location code for Socorro is 25-125 and remainder of county is 25-025.

38. **TECHNICALITIES:** New Mexico Tech reserves the right to waive any technical irregularities in the form of the bid of the low bidder which do not alter price, quality or quantity of the services, construction or items of tangible personal property bid.

39. **TERM OF CONTRACT:** For all pricing agreements it shall be one (1) year with renewal options for three (3) additional years, upon agreement by both parties. For one time purchase of goods and services the term shall be upon delivery and final payment.

40. **WARRANTY OF MATERIALS AND EQUIPMENT:** Unless otherwise specifically stated by the bidder, all equipment, materials, supplies and workmanship furnished or installed to be free of defects and shall agree to replace solely at his / her expense any and all defective equipment, parts, etc. within a one (1) year period after the date of acceptance of the items and / or installation by New Mexico Tech unless otherwise agreed to in writing at the time of award. Bidder also warrants the materials, supplies or services furnished to be exactly as specified in the order, free from defects and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by bidder. All applicable UCC warranties, express and implied, are incorporated herein.

41. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written notice, telegram or in person by a bidder or an authorized representative any time prior to the award. Bids requiring bid security may result in forfeiture of the security if the bid is withdrawn following the opening.

42. **WORKERS' COMPENSATION:** A potential Supplier agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Supplier fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be terminated for non-compliance, effective immediately.

NEW MEXICO TECH
Bid Response
(Return with Bid)

Vendor Name: _____

Vendor In-State Preference Number: _____ (include copy of certificate)

Or

Vendor Veterans Preference Number: _____ (include copy of certificate)

Delivery under this bid is F.O.B. Destination to: Socorro, NM 87801

Bid amounts shown below shall include all equipment, freight, packaging, warranty, insurance, installation, tariffs, and any other costs required for delivery of a fully operational unit.

Mass Spectrometer Specifications Checklist:

Specification / Requirement	Meets Requirement (Yes/No)
Mass Range: Up to 200 atomic mass units (amu)	☐ Yes ☐ No
Operating Pressure Range: 10 mbar to >1 bar pressure range	☐ Yes ☐ No
Mass Resolution: Better than 1 amu	☐ Yes ☐ No
Response Time: Less than 0.5 seconds	☐ Yes ☐ No
Transportable system	☐ Yes ☐ No
Operates using 110 VAC power	☐ Yes ☐ No
Capable of sampling at or above 1 bar pressure using a capillary inlet	☐ Yes ☐ No
Total weight less than 100 pounds	☐ Yes ☐ No
Total volume less than 4 cubic feet	☐ Yes ☐ No
Windows-compatible operating software required	☐ Yes ☐ No

Item #	Additional Cost Item	Qty.	Unit Price (USD)
1	Mass Spectrometer (see checklist above for required specifications)	1	$_____
2	Installation and setup (if included, note “Included”)	1	$_____
3	Warranty (if included, note “Included”)	1	$_____
4	Freight, packaging,	1	$_____

	and insurance (if included, note "Included")		
5	Tariffs, import fees, or duties (if applicable; if included, note "Included")	1	$_____
Grand Total (USD):			$_____

Delivery will be: _____ days ARO (to be completed by vendor).

Payment Terms: _____

Accepted Payment Type (check all that apply): ☐ Check ☐ ACH ☐ Wire Transfer

Pursuant to NMSA 1978, 13-1-158, NMIMT may not issue full advance payment for the purchase of goods, services, or construction unless the goods or services have been delivered, accepted, and certified, or unless an exemption under 13-1-98 applies.

ACKNOWLEDGMENT OF ADDENDUM (Please check website to ensure all addenda have been received prior to submitting your bid.)

#1	#2	#3	#4	#5	#6
_____	_____	_____	_____	_____	_____

Signature: _____ Date: _____

Email Address: _____ Phone Number: _____

ATTACHMENT A

Federal Acquisition Regulation (FAR) Certifications

(Return with Bid)

Non-Collusion: In signing this bid we also certify that we have not directly or indirectly entered into any action in restraint of free competitive bidding.

Anti-Kickback: (N.M.S.A. 13-1-191 & 198 and the Federal Acquisition Regulation (FAR) 52.203.7 Anti-Kickback Act of 1986). In signing this bid we certify that we have not offered, or have accepted any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which was provided for the purpose of improperly obtaining, or as a reward for favorable treatment in connection with, any prime contract, or a subcontract relating to a prime contract.

Debarment / Suspension Status: In signing this bid we certify that our company is not suspended, debarred, or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any State Agency. The Vendor agrees to provide immediate notice to New Mexico Institute of Mining and Technology Purchasing Services in the event of being suspended, debarred or declared ineligible by any State Agency or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the proposal, quote or bid but prior to award of the purchase order or contract.

Signature: _____

_____ _____

Name Date

_____ _____

Title Company

ATTACHMENT B

GOVERNMENT FLOW-DOWN PROVISIONS

GOVERNMENT FLOW-DOWN PROVISIONS

The resulting order is subcontracted under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part, of the terms and conditions of the resulting order. In the event of any conflict between previously referenced terms and conditions and the Government Flow-Down Provisions, the Government Flow-Down Provisions take precedence. The clauses contained in the following paragraphs of the Federal Acquisition Regulations (FAR) are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "contractor" shall mean "Seller" and the term "Government" and "Contracting Officer" shall mean "New Mexico Institute of Mining and Technology (NMIMT) and the "Chief Procurement Officer" respectively. The following provisions of the FAR apply at the specified order dollar amounts:

Title	Applicability	FAR Reference
Equal Employment Opportunity	All Orders	52.222-26 (Sept 2016)
Debarment and Suspension	All Orders	52.209-6 (Jun 2020)
Rights in Data Alt IV	All R&D Orders	52.227-14 (May 2014)
Anti-Kickback Act	Construction Over $2K	52.203-7 (Jun 2020)
Limitations on Payments to Influence Certain Federal Transactions	Orders exceeding $150K	52.203-12 (Jun 2020)
Audit & Negotiations Alt II	All Orders Over $100K	52-215-2 (Jun 2020)
Davis Bacon Act	Construction Over $2K	52.222-6 (Aug 2018)
Contract Work Hours & Safety Standards	Construction and Labor Hour Contracts Over $2.5K	52.222-4 (Mar 2018)
E-Verification	All Orders	52.222-54 (Oct 2015)
Certification and Disclosure Regarding Payments to Influence Certain Transactions	All Orders Over $150K	52.203-11 (Sept 2007)
Patent Rights	All Orders	
Ownership by the Contractor		52.227-11 (May2014)
Ownership by the Government		52.227-13 (Dec 2007)
Buy American Act	All Orders over $3K	52.225-2 (May 2014)
Contract Terms & Conditions, Commercial Items	All Orders over $10K	52.212-4 (Oct 2018)
Energy Efficiency in Energy-Consuming Products	All Orders and Services with Energy Consuming Products	52.223-15 (May 2020)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards	All Orders over $150K	CFR200.236
Small Business Subcontracting Plan	All Orders over $700K	52.219-9 (June 2020)
Subcontractor Certified Cost or Pricing	All Orders over $750K	52.215-12 (June 2020)
Requiring Certified Cost or Pricing Data	All Orders over $750K	15.403-4
Disclosure and Consistency of Cost Acctg	All Orders over $750K	52.230-3 (June 2020)
Recovered Material	Biobased products that use USDA designated items	52.223-1 (May 2012)
Recovered Material	Biobased products that do not use USDA designated items	52.223-2 (Sept 2013)
Recovered Material	EPA Designated items except off the shelf Items less than $150K	52.223-4 (May 2008)
Recovered Material	EPA Designated items except off the shelf Items greater than $150K	52.223-9 (May 2008)
Recovered Material	EPA-designated items Service and Construction	52.223-17 (Aug 2018)

ATTACHMENT C

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 HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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 Title (Position)

_____
Date

–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 Title (Position)

_____
Date

VENDOR LIST