

County of Curry



Invitation to Bid No. 2023/24-04

PROCUREMENT OF PORTABLE LIVESTOCK STALLS AND PENS FOR THE LIVESTOCK PAVILION

Issue Date:

November 22, 2023

BID Due:

December 12, 2023

Time: 2:00 p.m. Mountain Time

**Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101
Attn: Finance/Purchasing Department
575-763-6016**

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On behalf of the Board of Curry County Commissioners and pursuant to and in compliance with the NM State Procurement Code, Curry County hereby invites competitive sealed bids for portable horse stalls, livestock pens and cattle ties to be used in the Livestock Pavilion at the Curry County Fairgrounds in Clovis, NM 88101.

IMPORTANT:
BIDS ARE DUE BY DECEMBER 12, 2023 AT 2:00 P.M.

BIDS MUST BE SUBMITTED ELECTRONICALLY THROUGH CURRY COUNTY'S PROCUREMENT PROVIDER, VENDOR REGISTRY. REGISTRATION AND ACCESS TO ALL DOCUMENTS IS FREE OF CHARGE. TO REGISTER, PLEASE VISIT THE LINK: [FREE VENDOR REGISTRATION](#). BIDS WILL BE TIME-STAMPED IN THE VENDOR REGISTRY SYSTEM WHEN BIDDER SUBMITS. THE BIDDER WILL RECEIVE AN EMAIL OF THE SUBMISSION FOR THEIR RECORDS. SUCH ELECTRONIC SUBMISSION WILL BE CONSIDERED SEALED BIDS IN CONFORMANCE WITH STATUTE.

WE LOOK FORWARD TO YOUR BID SUBMISSION.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PURCHASING AGENT BY EMAIL AT mcrouch@currycounty.org IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Melynda Crouch
Curry County Purchasing Agent
mcrouch@currycounty.org

SPECIFIC CONDITIONS

Bids must be received electronically by Tuesday, December 12, 2023 at 2:00 p.m. Mountain Time. Sealed bids will be publicly opened online via Google Meet. Instructions for participating in the meeting are as follows:

Tuesday, December 12, 2023 · 2:00 – 2:45pm

Time zone: America/Denver

Google Meet joining information:

Bid Opening ITB 2023.24.04 Livestock Stalls for Livestock Pavilion

Tuesday, December 12 · 2:00 – 2:45pm

Time zone: America/Denver

Google Meet joining info

Video call link: <https://meet.google.com/kxg-qvza-ewf>

Or dial: (US) +1 406-905-1983 PIN: 313 952 282#

More phone numbers: <https://tel.meet/kxg-qvza-ewf?pin=8222413493496>

1. **Criteria for Award**: Award shall be based on the cost that is most advantageous to the County. Prices quoted shall include all costs. Multiple bids may be accepted. The Board of Curry County Commissioners reserves the right to reject any or all bids, to waive any technicalities and to accept the bid(s) which in its judgment is most advantageous to the County.

The County may award multiple contracts to provide Livestock Stalls and Pens for the Livestock Pavilion.

1. **Guaranteed Performance**: The successful bidder, if awarded a contract as a result of this bid, guarantees that services will conform to the specifications in this bid. Failure of the bidder to comply with providing a service which meets minimum specifications may result in termination of the award of that item or termination of the contract.

2. **LIQUIDATED DAMAGES**

The Contract will include a binding statement that calculating the County's actual damages for late completion of the project would be impractical, unduly burdensome, and would cause unnecessary delay. As liquidated damages and not as a penalty, the selected Contractor shall stipulate that the amount of daily liquidated damages of two hundred fifty dollars (\$250) per day from June 1, 2024 to June 15, 2024, five hundred dollars (\$500) per day from June 16, 2024 to July 14, 2024, and one thousand dollars (\$1,000) per day thereafter will be imposed against the bidder and deducted from the contract price up to and including the date of County's acceptance of the completed project until fully certified by the County as being substantially complete as that stage of completion is defined in the conditions of the contract. Contractor shall be responsible for maintaining the

schedule for the work as presented to the County. The Board of County Commissioners may, but are not required to grant an extension of the time if the extension is not a result of what the contractor or any of its subcontractors did or failed to do pursuant to the terms and conditions of the construction documents. Contractor is represented by competent legal counsel and acknowledges that any liquidated damages imposed pursuant to this contract is a contractual term and is not a penalty.

SCOPE OF SERVICES

I. PORTABLE HORSE STALL SPECIFICATIONS

The selected contractor shall provide the materials needed to assemble portable horse stalls at the Curry County Livestock Pavilion. Exhibit 1 shows the layout of the stalls.

A. General Requirements:

- No tools should be required for the assembly of the stalls.
- Contractor shall provide all starter posts and drop pins necessary to fully assemble the portable horse stalls.
- Assembled horse stalls shall measure approximately 10 feet long by 10 feet wide and 7 feet high with a 2.75" fork well on top of the frame to act as a secure point for transporting the stall with a forklift.
- Delivery: The price shall include guaranteed delivery to the Curry County Livestock Pavilion. Curry County will provide a forklift and operator for unloading the portable horse stalls onsite.
- Product Warranty: Contractor must warrant and represent that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of this solicitation for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

Item 1: Front Panel Specifications

- **Quantity:** 252
- **Material and Construction:**
 - 14-gauge steel frame
 - powder coat finish in grey
 - door opening of 48" with a swing door that is welded to the stall frame
 - a latch on the door shall allow the use of a padlock
 - the bars on the top 32 inches of the horse stall panel shall be horizontal and set no more than 4.5" apart

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- the bottom 52 inches of the horse stall panel shall be manufactured from either 1/4" thick HDPE, 2"x8" nominal pressure treated lumber or 18-gauge sheet metal panel. Bid Form 1 will allow place to list options and exceptions.

Item 2: Back Panel Specifications

- **Quantity:** 140
- **Material and Construction:**
 - 14-gauge steel frame
 - powder coat finish in grey
 - the bars on the top 33 inches of the horse stall panel shall be horizontal and set no more than 4.5" apart
 - the bottom 52 inches of the horse stall panel shall be manufactured from either 1/4" thick HDPE, 2"x8" nominal pressure treated lumber or 18-gauge sheet metal panel. Bid Form 1 will allow place to list options and exceptions.

Item 3: Side Panel Specifications

- **Quantity:** 324
- **Material and Construction:**
 - 14-gauge steel frame
 - powder coat finish in grey
 - the bars on the top 33 inches of the horse stall panel shall be horizontal and set no more than 4.5" apart
 - the bottom 52 inches of the horse stall panel shall be manufactured from either 1/4" thick HDPE, 2"x8" nominal pressure treated lumber or 18-gauge sheet metal panel. Bid Form 1 will allow place to list options and exceptions.

II. PORTABLE LIVESTOCK PEN SPECIFICATIONS

The selected contractor shall provide the materials needed to assemble portable livestock pens at the Curry County Livestock Pavilion. Exhibit 2 shows the layout of the stalls.

B. General Requirements:

- No tools should be required for the assembly of the pens.
- Contractor shall provide all starter posts and drop pins necessary to fully assemble the portable pens.
- Assembled pens shall measure approximately 6 feet long by 6 feet wide and 4 feet high.
- Delivery: The price shall include guaranteed delivery to the Curry County

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Livestock Pavilion. Curry County will provide a forklift and operator for unloading the portable pens onsite.

- **Product Warranty:** Contractor must warrant and represent that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of this solicitation for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

Item 4: Panel and Gate Specifications

- **Panel and Gate Height:** 48" H (OD)
- **Material and Construction:**
 - 14-gauge steel frame
 - powder coat finish in grey
 - gates shall have a 72" tall frame
 - a latch on the gate shall allow the use of a padlock
 - panels and gates shall be construction of expanded metal

III. PORTABLE CATTLE TIE STALL SPECIFICATIONS

The selected contractor shall provide the materials needed to assemble cattle tie stalls at the Curry County Livestock Pavilion.

C. General Requirements:

- No tools should be required for the assembly of the tie stalls.
- Contractor shall provide all drop pins necessary to fully assemble the tie stalls.
- **Delivery:** The price shall include guaranteed delivery to the Curry County Livestock Pavilion. Curry County will provide a forklift and operator for unloading the cattle tie stalls onsite.
- **Product Warranty:** Contractor must warrant and represent that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of this solicitation for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

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Item 5: Tie Stall Panel Specifications

- **Quantity:** 28
- **Panel Dimensions:** 10' L x 72" H
- **Material and Construction:**
 - 14-gauge steel frame
 - powder coat finish in grey
 - the top interior rail shall be 48" high with 40" tie position and horizontal rails every 8" on center from the top interior rail to the bottom rail.

Item 6: Rough Stock Alley Specifications

- **Quantity:** 16
- **Panel Dimensions:** 44" W x 84" H
- **Material and Construction:**
 - 14-gauge steel frame
 - powder coat finish in grey
 - permanent pins to lock in stall panels

Item 7: End Panel/Divider Specifications

- **Quantity:** 8
- **Panel Dimensions:** 8' L X 4" H
- **Material and Construction:**
 - 14-gauge steel frame
 - powder coat finish in grey
 - permanent pins to lock in stall panels

GENERAL CONDITIONS

1. Bid Forms: All pages included in this Invitation to Bid that are marked "**BID FORM**" must be completed and submitted as part of the bid document.
2. Bids Binding Ninety (90) days: Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder(s), upon request of the County Manager, agrees to an extension.
3. Payment Terms: For all goods/services provided by the successful bidder, payment shall be made thirty (30) days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Curry County Finance Department at 417 Gidding, Suite 100, Clovis, NM 88101. The successful bidder must submit and have a completed W9 form on file with the County prior to any payments being issued.

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For all services paid by Credit Card, standard payments are usually made within 3-5 business days. All services made by credit card require a receipt. Invoices shall not be submitted separately if payment is made with credit card. Curry County shall not pay any fees when utilizing a credit card for payment.

4. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County.
5. If there is any clarification, problem, ambiguity or question regarding this bid, you must contact the Purchasing agent or designee prior to the bid opening. Clarifications and addenda will be considered prior to the bid opening. Answers provided regarding the bid specifications or bid package **MUST** be answered by the Purchasing Agent in writing or designee. Questions answered by any other person or County official shall be considered completely nonapplicable to the legal provisions of this bid, except as specifically authorized by the Purchasing Agent.
6. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two (72) hours prior to the time set for bid opening.
7. Bidders shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this bid. **This sheet shall be labeled "Exception(s) to Bid Conditions" and shall be included with bid.**
8. Non-collusion: Bidders, by submitting a signed bid, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States or Federal law.
9. Non-discrimination Statement: Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

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10. Qualifications of Bidders: The County Purchasing Officer may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
11. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
12. Curry County reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County.
13. The successful bidder agrees to protect, defend and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County under this agreement.
14. If a bidder to whom a bid is awarded refuses to accept the award or fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder/contractor for a period of time from entering into any contracts with Curry County.
15. Any Bidder, Offeror, or Contractor who is aggrieved in connection with this Bid may protest to the Owner. 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 the facts or occurrences giving rise thereto ([§13-1-172, NMSA 1978](#)).
16. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a bid, the parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract or purchase order, must be brought in the Ninth Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own costs and attorney fees.
17. Successful bidder must, in performance of work, agree to fully comply with all applicable federal, state and local laws, rules and regulations. The bidder will be

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required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:

- a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate
- b. Workers' Compensations insurance as required by state statute.

18. It is the responsibility of the bidder to ensure that any addenda issued related to this Invitation to Bid have been received prior to submitting a bid. The County guarantees that any addenda issued will be distributed and available to every party on the Distribution List for this solicitation. The County will not accept responsibility for addenda not being obtained, and will not guarantee that addenda will be forwarded or available if the original packet was not obtained as directed.

19. The successful bidder shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Bidder from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

BID FORM 1

**QUOTATION SHEET
DUE: DECEMBER 12, 2023 AT 2:00 P.M.**

(Please use typewriter or print legibly in ink)

BASE BID: Portable Horse Stall with Material: 1/4" thick HDPE (List the price in words and numbers):

_____ (\$ _____)

Alternate Bid Lot #1: Portable Horse Stall with Material: 1/4" thick 16-gauge steel: (List the price in words and numbers):

_____ (\$ _____)

Alternate Bid Lot #2: Portable Horse Stall with Material: 2"x8" nominal pressure treated lumber: (List the price in words and numbers):

_____ (\$ _____)

Additional Bid Lot #3: Portable Livestock Pens: (List the price in words and numbers):

_____ (\$ _____)

Additional Bid Lot #4: Portable Cattle Ties: (List the price in words and numbers):

_____ (\$ _____)

Firm submitting bid: _____

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Address: _____

Telephone: _____

Email: _____

New Mexico Bidder's Preference Number: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

BID FORM 2
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
DUE: DECEMBER 12, 2023 AT 2:00 P.M.

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made

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to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: Fidel Madrid, Brad Bender, Dusty Leatherwood, Robert Thornton, Seth Martin, Anastasia Hogland, Randa Jesko, Kendall Kempf, Michael Reeves, Hollie Barnett.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

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Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

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BID FORM 3
PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
ITB #2023/24-04 PROCUREMENT OF LIVESTOCK STALLS AND ENS FR THE LIVESTOCK
PAVILION
DUE DATE: DECEMBER 12, 2023 AT 2:00 P.M.

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

Please check one box only

Resident Veterans:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I 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 veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded 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.

Native American

Under the law, Native American-owned companies will receive either an 8% or 10% equivalent based on whether they are also a veteran-owned business. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

I do not claim New Mexico Resident Business, New Mexico Veteran's Resident Business or Native American preference on this bid.

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(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

**A valid New Mexico Resident Business, New Mexico Veteran's Resident Business
or Native American Certificate must be provided in order to receive preference.**

Exhibit 1
Stalls Layout

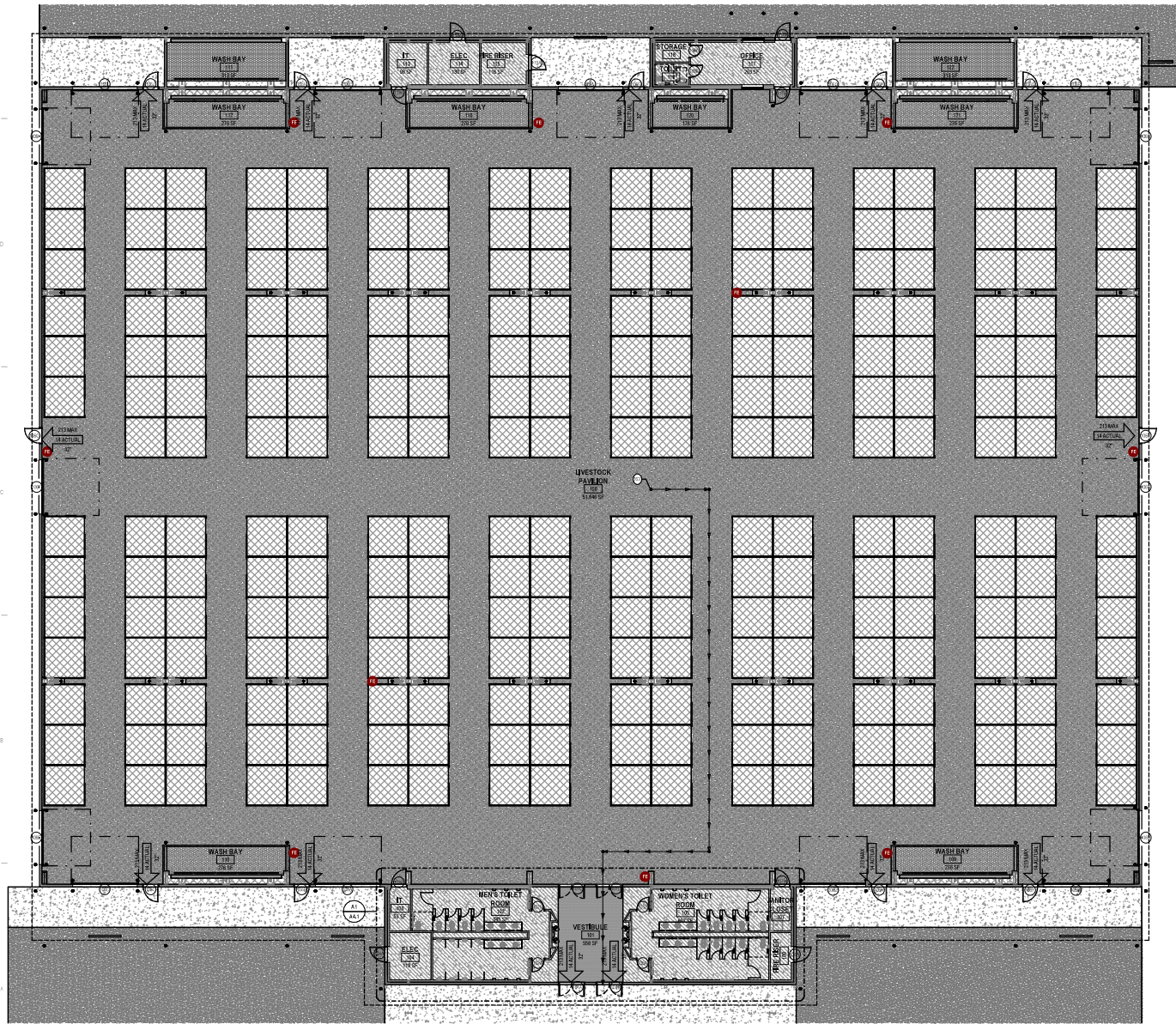


Exhibit 2
Pens Layout

