

**REQUEST FOR PROPOSALS
FOR
DESIGN-BUILD SERVICES**

RFP No. 10-11-1203-0110-805



Project Name: Design-Build Swimming Pool Cover
Contracting Agency: City of Truth or Consequences
Address: 505 Sims Street
Truth or Consequences, NM 87901
Telephone: (575) 894-6673
Funding Type: May be any combination of the following:
State of New Mexico Special
Appropriations, NMFA

NOTICE OF REQUEST FOR PROPOSALS

Qualifications-based competitive sealed proposals for design-build services will be received by the Contracting Agency, City of Truth or Consequences for RFP No. 10-11-1203-0110-805.

The Contracting Agency is requesting proposals for professional Design-Build Swimming Pool Cover for Truth or Consequences Municipal Swimming Pool, Truth or Consequences, NM.

Proposals will be received at the City of Truth or Consequences, Office of the Procurement Officer, 505 Sims Street, Truth or Consequences, NM until February 15, 2011 at 2:00 p.m.

Copies of the Request for Proposals can be obtained in person at the office of the Procurement Officer at 505 Sims Street, Truth or Consequences, NM or will be mailed upon written or telephone request to Pat A. Wood, Procurement Officer at 575-894-6673 ext. 112.

PROCUREMENT OFFICER: Pat A. Wood Date: January 19, 2011

For Contracting Agency's Use Only)

Newspaper: _____ Publish: _____ Check No. _____

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

1. PROJECT DESCRIPTION

The City of Truth or Consequences is looking at the possibility of providing a cover for our swimming pool that can be erected to allow use of the pool during the late Fall, Winter, and early Spring months. Because of the unique site limitations the City of Truth or Consequences recommends that all perspective bidders attend a site visit meeting scheduled for **February 7, 2011, 10:00 a.m.** at 775 Daniels Street, Truth or Consequences, New Mexico. This is not a mandatory meeting; however attendance will enhance your bid scores. This is a design/build project and therefore must meet the requirements for such projects as specified by State of New Mexico law.

PROPOSAL REQUEST:

The City of Truth or Consequences, hereinafter referred to as “City” is requesting proposals from engineering and/or architect and construction firms, hereinafter referred to as “Contractor” for the purpose entering into a contract to provide design services and to construct a cover for our swimming pool located at 775 Daniels Street, Truth or Consequences, NM.

The City intends to award the Swimming Pool Cover Design Build Agreement hereinafter referred to as “Agreement” to the engineering and/or architect and construction firm submitting the most responsive proposal to provide design and construction services required by the City. All responses to this Request for Proposals (RFP) must comply with all conditions of this RFP.

This RFP has been prepared by the City staff with limited knowledge on the swimming pool cover design and construction. Therefore, the RFP is structured so that qualified engineer and/or architect and construction firm will be responsible for both design and construction.

DESIGN SPECIFICATIONS:

The structure may have a rigid frame or have a non-rigid frame. If the structure proposal does not use a rigid frame then safety wires as specified under the State of New Mexico Construction Industries Division Codes must be met. (<http://www.rld.state.nm.us/cid/rules-and-law.htm>)

Note that these specifications are conceptual and the Offeror will be responsible for verifying suggested specifications and warranting final project.

Length: 140'

Width: 85'

Height: 26' minimum.

Wind Load Design: 80 MPH, 3 second gust

Snow Load: 25 pound snow load

Lighting Levels: 50 Foot Candles at floor level (May include existing lighting in this calculation)

Voltage: Contractor will confirm

Fuel Type: Contractor will confirm

Fabric Envelope: PVDF-II, 28 oz, Opaque

Thermal Liner: Double Wall, 12' Backdrop

Cable Resistance Systems: Full Bias Cable Grid (if needed)

Perimeter Anchoring System: Aluminum Extrusion

Doors: 1 Revolving or equivalent

Emergency Doors: 2 with emergency exit lights

Lighting System: Hang Lights to achieve 50 Foot candles at Floor level

Heating System: 1 with maximum output of 750 MBRUh

Existing Pool Water System: Existing heating for pool water is maintained at 80 degrees.

Primary Inflation System: 1

Aux Pressure System with Backup Generator: 1

Foundation: supplier is responsible for design and installation of Foundation

Engineering Package: 1 NM Professional Stamped Structural Design and Review

FOB: Delivered and set up

Terms: Payment within 2 weeks of acceptance by buyer

Warranty: 15 Year minimum on air structure, exterior fabric material and workmanship. Two

Years on HVAC System, minimum

The Bid must include heating, air conditioning and dehumidifying equipment that meet all State of New Mexico clean air standard.

Additional requirements:

1. Doors, lighting and emergency exit lights to meet State standards.
2. The design and construction of the foundation system.
3. Estimates of time and man-power needs to erect and dismantle the structure. The City may elect to leave the rigid frame up year around and only remove the cover during summer months.
4. A list of a least three completed projects of similar size must be included for reference checks. Photos of the structures are recommended but not required.
5. Estimates of the energy costs to operate including heating, air exchange, and change in chemical usage with the addition of an enclosed cover and with a list of at least three projects of similar size to use as reference checks.
6. The means to allow an Emergency pump shutoff as required by state law within the structure and return the Emergency shut off device to its present location when the structure is not erected.
7. Estimate, with at least three references, of any yearly or periodic maintenance costs to the cover. This portion must include an estimate of transportation costs if the cover needs to be returned to the factory.

CONSTRUCTION PHASE

The Contractor, and its subcontractors, shall be duly licensed under that State of New Mexico Construction Industries Division to perform the work required of project. Copies of licenses shall be provided to City prior to commencement of work. The Contractor will be responsible for all details of construction, including permits, inspections materials, labor, and all other cost.

The Contractor shall present to the City for their review and conceptual approval, a final design prior to order materials or obtaining building permits. Following the City's design approval, the Contractor shall have the design signed and sealed by the engineering and/or architect firm and shall obtain and present to the City for review building permits from the State prior to scheduling the construction.

The Contractor shall provide the initial set-up and installation and two sets of installation and maintenance manuals. The Contractor shall provide training to City employees on the erection, dismantling, and maintenance of the structure.

PROJECT SITE DESCRIPTION:

Offerors are hereby advised of some issues that may have to be addressed:

1. The roof of the Main Building shown on **Exhibit A** and **Exhibit B** drains south towards the pool.
2. There is a minimal of four access points from the Main Building that are in place and need to be maintained in the design of the swimming pool cover. These access points are on the southern wall of the existing building as shown on **Exhibit B**.
3. There is a perimeter fence on the south side (approximately 8 ft. tall). This fence continues on the west side to a point where it joins the building housing the pumps/chemicals. On the North side the wire perimeter fence meets up with the east side of the Main Building.
4. There are currently six light poles along the perimeter of the pool. Three on the north side and three on the south side.

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- 1.1. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 1.2. **Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 1.3. **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13-1-52 NMSA 1978).
- 1.4. **Offeror:** any person, corporation, or partnership legally licensed to provide design professional services in this state that chooses to submit a proposal in response to this Request for Proposals.
- 1.5. **Procurement Manager:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- 1.6. **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (§ 13-1-81 NMSA 1978).
- 1.7. **Responsible Offeror of Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 NMSA 1978).
- 1.8. **Responsive Offer or Proposal:** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§ 13-1-85 NMSA 1978).
- 1.9. The terms **must, shall, will, is required, or are required**, identify a mandatory item or

factor that will result in the rejection of the offeror's proposal.

- 1.10. The terms can, may, should, preferably, or prefers identify a desirable or discretionary item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1. COPIES OF REQUEST FOR PROPOSALS

- A. A complete set of the Request for Proposals may be obtained from the Contracting Agent.
- B. A complete set of the Request for Proposals shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the request for Proposals.
- C. The Contracting Agency in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

2.2. INTERPRETATIONS

- A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

2.3. ADDENDA

- A. Addenda will be mailed by certified mail with return receipt requested, by facsimile,

e-mail or hand delivered to all who are known by the Contracting Agency to have received a complete set of Request for Proposals. Additionally, addenda will be included on the City's web site for this procurement.

- B. Copies of Addenda will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- C. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one, which includes postponement of the date for receipt of Proposals.
- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall acknowledge their receipt in the Proposal transmittal letter.

3. PROPOSAL SUBMITTAL PROCEDURES

3.1. NUMBER, FORM AND STYLE OF PROPOSALS

- A. Offerors shall provide 5 copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- B. All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin.
- C. A maximum of 10 pages, including cover letter, title sheet, and index, etc., but not including front and back covers.
- D. The proposal must be organized and indexed in the same format as the Evaluation Criteria
- E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal is kept confidential will not be acceptable. Only matters, which clearly are of a confidential nature, will be considered.

- G. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3.2. SUB-CONSULTANTS

- A. The Offeror shall list and state the qualifications for each Sub-consultant the Offeror proposes to use for all subcontracted Work.
- B. The license number and discipline of any engineers or architects shall be provided.
- C. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.

3.3. PREQUALIFICATION PROCESS

A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such pre-qualified businesses (§ 13-1-134 NMSA 1978). For purposes of this RFP, if pre-qualification is utilized, special instructions will be attached as an exhibit to this RFP.

3.4. DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

3.5. SUBMITTAL OF PROPOSALS

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.

- B. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the Bid envelope: Project Title, Project No., Request for Proposals number, date of opening, and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
 - C. Proposals received after the date and time for receipt of Proposals will be returned unopened.
 - D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.
 - E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses and such other information as may be specified by the Purchasing Agent.
 - F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.
- 3.6. CORRECTION OR WITHDRAWAL OF PROPOSALS
- A. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
 - B. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.
- 3.7. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR
- A. In submitting this proposal, the Offeror represents that the Offeror is familiarized

with the nature and extent of the Request for Proposals dealing with federal, state and local requirements, which are a part of the Request for Proposals.

- B. Laws and Regulations: The Offerors' attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

3.8. REJECTION OR CANCELLATION OF PROPOSALS

This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

4. CONSIDERATION OF PROPOSALS

4.1. RECEIPT, OPENING AND RECORDING

- A. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.
- B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).

4.2. PROPOSAL EVALUATION

- A. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - 1) Acceptable,
 - 2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
 - 3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
- B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not

alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).

- C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-12- NMSA 1978).
- D. Selection Process: (§ 13-1-120 NMSA 1978)
 - 1) An evaluation committee composed of representatives selected by the Contracting Agency will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 - 2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:
 - a) Rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or
 - b) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to § 13-1-104 NMSA 1978.

4.3. NEGOTIATIONS (§13-1-122 NMSA 1978)

- A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this

decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

- B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- C. The designee shall then undertake negotiations with the third most qualified business.
- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.
- E. The Contracting Agency shall publicly announce the business selected for award.

4.4. NOTICE OF AWARD

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978).

5. POST-PROPOSAL INFORMATION

5.1. PROTESTS

- A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency'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 the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).

- B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§ 13-1-173 NMSA 1978)
- C. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 1978).
- D. The Purchasing Agent or the Purchasing Agent's 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
- E. A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 1979).

5.2. EXECUTION AND APPROVAL OF AGREEMENT

The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

5.3. NOTICE TO PROCEED

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

5.4. OFFEROR'S QUALIFICATION STATEMENT

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§ 13-1-82 NMSA 1978).

5.5. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Offeror to whom award of an Agreement is under consideration shall submit the attached disclosure form pursuant to Chapter 81, 2006 Laws, as part of a completed response.

GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW

The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.

2. INDEPENDENT CONTRACTORS

The Consultant (design professionals) and the Consultant's agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and Consultant's agents and employees shall not accrue leave, retirement, insurance, bonding, and use of Contracting Agency vehicles or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

3. BRIBES, GRATUITIES AND KICK-BACKS

Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including § 30-14-1, § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978), which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through § 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT (Design Professional)

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

5. FEES

A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.

6. FUNDING

This solicitation is subject to the availability of funds to accomplish the work.

7. DESIGN PROFESSIONAL REGISTRATION

All work shall be under the direction of the applicable design professional legally licensed and registered by the state.

8. PROFESSIONAL LIABILITY INSURANCE

The Offeror **will** be required to carry professional liability (errors and omissions) insurance in the amount of will be \$1,000,000.

EVALUATION CRITERIA

RATING SHEET FOR:		
Applicant _____		
ITEM	POSSIBLE POINTS	SCORE
DESIGN/Build SERVICES		
1. Total Cost of Structure	40	
2. Cost to Erect and Dismantle	20	
3. Cost of Operation	20	
4. Attenance at Site Visit Meeting	10	
5. Yearly Maintenance and Transportation Costs	10	
TOTAL POINTS POSSIBLE	100	

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“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) _____

(The above fields are unlimited in size)

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)