



**Finance Department**  
100 North Main, Suite 11  
Lovington, NM 88260

Phone: (575) 396-8521  
Fax: (575) 396-5684  
e-mail: [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net)

LEGAL NOTICE OF REQUEST FOR PROPOSALS  
EDDY-LEA ENERGY ALLIANCE, LLC

PURCHASE OF SITE FOR DEVELOPMENT AND OPERATION  
OF INTERIM NUCLEAR WASTE STORAGE FACILITY  
LOVINGTON, NM  
RFP ELEA #01 - (15-16)  
DUE DATE: JANUARY 5, 2016 - 3:00 P.M.

The Lea County Finance Department, on behalf of the Eddy-Lea Energy Alliance, LLC ("ELEA"), will receive sealed proposals for the above at the office of the Finance Department, Fourth Floor, Courthouse, 100 N. Main, Suite 11, Lovington, New Mexico.

The "Request for Proposals", any future addenda, and all related information are available under "Procurement", on Lea County's website at [www.leacounty.net](http://www.leacounty.net) or by contacting the Finance Department, Courthouse, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030, (575) 396-8521, Ext. 2356, [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net).

John A. Heaton, Vice-Chairperson

Lovington Leader  
Hobbs News-Sun  
Carlsbad Current-Argus

December 26, 2015  
December 26, 2015  
December 26, 2015

**TERMS AND CONDITIONS**  
EDDY-LEA ENERGY ALLIANCE, LLC

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1. The Terms and Conditions will form part of the contract between ELEA and the successful offeror. Failure to comply with all of the Terms and Conditions may subject the proposal to rejection.
2. All proposals shall be sealed, addressed and **delivered before 3:00 p.m. (local time) on January 5, 2016** to: The Finance Department, Courthouse, 100 North Main, Suite 11, Lovington, New Mexico, 88260. Please mark the outside of the envelope **"RFP ELEA #01 - (15-16)"**. It is the Offeror's responsibility to see that the proposal arrives on time. Late proposals, faxes, emails, or telephone proposals will not be accepted.
3. Each Offeror is to submit its proposal on the proposal form provided. The proposal form must be fully completed.
4. All proposals must be mailed or delivered to Lea County Courthouse, 100 North Main, 4<sup>th</sup> Floor, Suite 11, Lovington, New Mexico, 88260-4030.
5. All Offerors will be notified by letter of ELEA's award.
6. In case of ambiguity in stating proposal prices, ELEA reserves the right to adopt the most advantageous interpretation.
7. ELEA reserves the right to waive technical irregularities in the form of the proposal which do not alter price, quality or quantity, and to reject any or all proposals when it is in the best interest of ELEA to do so.
8. In signing this proposal, Offeror certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this proposal submitted to ELEA.
9. To the extent they are applicable to a sale of real property pursuant to NMSA 1978, Section 13-6-2, the Lea County Procurement Policy and the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 199, as amended, shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.
10. The Lea County Finance Department's policy on requests for copies of bid / proposal information is as follows:
  - a) Terms and Specifications are available at no charge to vendors/contractors who will be responding directly to bids or proposals.
  - b) Submit all written requests detailing what information you would like to receive to the following address:

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Lea County  
Finance Dept.  
100 North Main, Suite 11  
Lovington, NM 88260

11. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

**Finance Director**  
**Lea County Courthouse**  
**100 N. Main, Suite 11**  
**Lovington, NM 88260**

**SPECIFICATIONS AND CONTRACTUAL TERMS**  
**EDDY-LEA ENERGY ALLIANCE, LLC**

**PURCHASE OF SITE FOR DEVELOPMENT AND OPERATION**  
**OF INTERIM NUCLEAR WASTE STORAGE FACILITY**  
**LOVINGTON, NM**

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**GENERAL:**

Eddy-Lea Energy Alliance, LLC, a New Mexico limited liability company, is a joint venture of four local governments in southeastern New Mexico: the City of Carlsbad, Eddy County, the City of Hobbs and Lea County (collectively, the “Members”). ELEA was organized under a joint powers agreement between the Members for the purpose of promoting energy-related economic development for the benefit of the residents of the Members. Subject to the powers reserved to the Members, ELEA is governed by a Governing Board (the “Board”) whose members are appointed by the Members. Pursuant to the operating agreement of ELEA, Lea County has been appointed as ELEA’s “Fiscal Agent”, which is a Member that performs certain budgetary and financial functions for ELEA. Under such authority, the Lea County Finance Department is administering certain aspects of this procurement on behalf of ELEA. The determination of the award, however, shall be initially made by the Board, and will be subsequently confirmed (if at all) by each of the Members. Any contract between the successful Offeror and ELEA will, pursuant to NMSA 1978 Section 13-6-2.1, be subject to the further approval of the State Board of Finance.

ELEA is seeking proposals from qualified entities for (i) the purchase from ELEA of an approximately 960-acre parcel of land located in Lea County midway between Carlsbad and Hobbs (as more specifically described below, the “Project Site”), and (ii) the development and operation on the Project Site of an interim storage facility (the “Project”) for spent nuclear fuel and/or high-level nuclear waste (collectively, “Nuclear Waste”).

ELEA originally acquired the Project Site for potential use in the programs that were undertaken by the DOE in support of the Global Nuclear Energy Partnership (“GNEP”). GNEP was subsequently abandoned, and the Board subsequently determined to pursue use of the Project Site as a location for interim storage of Nuclear Waste.

The January, 2012 final report of the Blue Ribbon Commission on America’s Nuclear Future (the “BRC Report”) identifies interim storage as one of eight primary recommendations. The report makes the case that there are nine facilities within the country that have stranded fuel which needs to be removed to a centralized facility for not only reasons of risk due to inability to properly oversee High Level Waste (“HLW”) made up of Spent Nuclear Fuel (“SNF”) or Defense High Level Waste, but also to be able to use the facility sites for other development. Also, the cost of monitoring and oversight at each of the sites is between \$4 and \$8 million per year, and if the spent fuel was consolidated, this expense would be considerably less.

The BRC report also points out that assuming a 60-year life of a nuclear power plant, there will be 30 sites by 2035 and 70 by 2050 that will need Centralized Interim Storage Facilities (“CISF”). It is also clear from the BRC report that a CISF could allow the federal government to take possession of the commercial SNF, as it agreed to do by 1998, and now is being sued for breach of contract. The report also points out that the Fukushima incident has caused re-evaluation of the risks of over-packed fuel pools and dry storage in densely populated areas. A CISF in an isolated area would allow unpacking fuel pools and moving dry casks from highly populated areas to low populated areas to reduce overall risk. The BRC also suggests that a CISF would play a significant role in allowing time for fuel to cool as well as providing an opportunity for blending hot and cold fuel for more uniform packaging and management for disposal in a repository. The BRC suggests as well that a CISF could provide a significant amount of confidence that the country is capable of taking the next step in nuclear waste management through a consolidated facility that would provide the springboard for a standardized disposal program.

It seems clear there is an obvious business case to be made for a CISF. The CISF would reduce the cost related to the estimated annual payments by the federal government to the industry of \$500 million per year by 2020. A CISF could also save DOE several hundreds of millions of dollars in capital costs for their existing interim storage site expansions. These cost savings, plus the elimination of duplicate guard forces, equipment, systems and

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operators at more than 70 sites will mean significant savings from a consolidated CISF. The economy of scale from this consolidation, as well as the reduction of risk from reducing wet storage and removal of dry storage from densely populated areas to a remote one, make a CISF attractive from both safety and cost perspectives.

**DESCRIPTION OF PROJECT SITE:**

The Project Site does not include any improvements to speak of. The legal description of the Project Site is as follows:

- A. The surface estate only of Section 13, Township 20 South, Range 32 East, N.M.P.M.
- B. Tract I: The surface estate only of a tract of land located in the Southwest Quarter of Section 17, Township 20 South, Range 33 East, N.M.P.M. and more particularly described as beginning at the Southwest corner of said Section 17, thence S89°59'E, 1322.50 feet; thence N0°3'W, 1320 feet; thence N89°59'W, 1322.50 feet; and thence S0°3'E, 1320 feet to the point of beginning; and  
  
Tract II: The surface estate only of Lots 2, 3 and 4; the East Half of the West Half (E 1/2 W 1/2); and the South Half of the Southeast Quarter (S 1/2 SE 1/4), all in Section 18, Township 20 South, Range 33 East, N.M.P.M.

ELEA's ownership interest in the Project Site is restricted to surface rights. The Project Site is subject to various oil and gas and potash leases, as well as various pipeline and other easements, and will be sold subject to such interests.

**PROPOSAL REQUIREMENTS**

**Conditions of Sale**

The proposal must propose the purchase of ELEA's entire fee interest in the Project Site. Proposals for leases or for the purchase of less than ELEA's entire fee interest, or for less than all of the Project Site, will not be considered. Proposals requiring ELEA to reacquire the Project Site in the event that the Offeror is unable to finance, license or otherwise establish the Project will not be considered.

The proposal must condition the transfer of title of the Project Site on the Offeror's success in acquiring an NRC license to operate the Project; provided, however, that a transfer prior to such licensing will be considered if ELEA is given an option to reacquire the Project Site for the Cash Price (defined below), in the event that the Offeror is unable to obtain the necessary regulatory approvals.

The proposal must specify both of two forms of consideration for the purchase of the Project Site.

First, the proposal must describe the cash price (the "Cash Price") for which the Project Site will be purchased. The Cash Price may be paid in one lump sum or over a period of time, but in any event may not be less than the fair market value of the Project Site. The Project Site will not be sold pursuant to the terms of the Local Economic Development Act, NMSA 1978 Chapter 5 Article 10 ("LEDA"), and the Offeror may not propose application of LEDA in order to permit a Cash Price of less than fair market value. The cash price may be a specific sum, or it may be expressed in terms of some multiple of the fair market value (but not a multiple of less than 1). In either

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case, the proposal must describe in reasonable detail the proposed process by which the fair market value will be determined, consistent with applicable New Mexico law.

Second, the proposal must describe a revenue sharing arrangement under which the Offeror will pay ELEA a portion of the net or gross revenues of the Project (the "Revenue Sharing").

**Environmental Liability**

The proposal must describe the means by which ELEA and the Members will be protected from environmental liability arising from the operation of the Project.

**Other Contractual Terms**

ELEA recognizes that the proposed sale of the Project Site, conditioned as it is upon NRC licensing of the Project, is not a conventional economic proposition. The proposed transaction includes many unusual features, risks and complications. The Board has no reason to believe that the best proposal for the purchase of the Project Site will conform to the terms of an ordinary real estate purchase and sale agreement. On the contrary, the Board believes offerors should be allowed the broadest possible leeway in formulating their proposals. Therefore, subject only to the requirements and conditions described above under the headings "Conditions of Sale" and "Environmental Liability", and the other requirements of this Request for Proposals, the Offeror is free to propose whatever contractual terms it desires.

The proposed contractual terms may be described in a general format, or the Offeror may submit a draft form of agreement.

**Experience**

The proposal must include a description of the Offeror's experience in handling and storing Nuclear Waste.

**Technical Proposal**

The proposal must include a description of the technology the Offeror intends to use for interim storage of the Nuclear Waste.

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**Attachments (Required to be completed & returned with PROPOSAL FORM pages) :**

- Campaign Contribution Form
- Resident/Veterans Preference Certification
- Non-Collusion Affidavit
- Related Party Disclosure Form
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters

**QUESTIONS:** Any and all questions must be submitted in writing to:

Kathy McLaughlin      [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net)      FAX: 575-396-5684

Answers to questions will be addressed via an Addendum to all offerors on the Finance Department mailing list & will be immediately posted under “*Procurement*” on Lea County’s website -- [www.leacounty.net](http://www.leacounty.net)

If a prospective offeror desires to be placed on the mailing list for future addendums or future similar Bids/RFPs, please contact Kathy McLaughlin.

**SUBMITTAL REQUIREMENTS (may be combined into 1 sealed box / package) :**

- 1) Original Proposal
- 2) Five (5) photocopies of Proposal
- 3) One (1) electronic copy of Proposal (*CD or flash drive*)

The Terms and Specifications are incorporated herein by reference.

End of Specifications.

**PROPOSAL FORM**  
**EDDY-LEA ENERGY ALLIANCE, LLC**

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COMPANY NAME: \_\_\_\_\_

<b>Submitted Proposals will be Graded and Awarded on the Following Award Criteria</b>		
<b>Gradable Item Description</b>	<b>Maximum Points</b>	<b>Maximum Point Award Criteria</b>
Experience in Storage of Nuclear Waste	15	Most qualified receives the maximum of 15 points -
Technical Proposal for Nuclear Waste Storage	15	Most qualified receives the maximum of 15 points -
Cash Price	15	Highest receives the maximum of 15 points
Revenue Sharing Proposal	25	Most advantageous receives the maximum of 25 points
Protection of ELEA and Members from Environmental Liability	20	Most qualified receives the maximum of 20 points -
Other contractual terms	10	Most advantageous/qualified receives the maximum of 10 points.
<b>TOTAL</b>	<b>100</b>	

**Everything listed in this section is REQUIRED to be submitted with "PROPOSAL FORM" or the proposal will be considered non-responsive and will not qualify for award.**

**PROPOSAL FORM**  
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***If proposal tendered does not meet specifications, all exceptions or variations are set forth on the following page.***

I have read and understand the Terms and Conditions and Specifications.  
I agree to comply with such and warrant that the proposal is as represented in this Proposal Form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed/Printed)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fed. Tax ID # / Social Security #

\_\_\_\_\_  
E-mail Address

State of \_\_\_\_\_ )

)ss.

County of \_\_\_\_\_ )

\_\_\_\_\_(name), being duly sworn, deposes and says that he/she  
is \_\_\_\_\_(title) of \_\_\_\_\_(company) and all fore-  
going questions and all statements herein contained are true and correct.

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

\_\_\_\_\_  
**Notary Public**

My commission expires:

\_\_\_\_\_

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Please state each and every option, exception, or variation to the specifications (if any) for the products or services offered. *If proposal deviates significantly from the specifications, please provide further documentation showing that the Offeror is capable of meeting the performance requirements shown in the specifications.* **Please sign below and return with your proposal.**

1) THERE **ARE** OPTIONS, EXCEPTIONS OR VARIATIONS. \_\_\_\_\_  
Signature

2) THERE **ARE NO** OPTIONS, ETC. LISTED. This Proposal meets or exceeds all Specifications, Terms and Conditions as described in said Request for Proposals (RFP) without exceptions. Proposals not meeting all Specifications, Terms and Conditions will be rejected and all costs will be borne by the Offeror.

\_\_\_\_\_  
Signature

# PROPOSAL FORM

## Campaign Contribution Form

Pursuant to NMSA 1978 Section 13-1-191.1, 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.

In addition to the disclosure requirements summarized above, a prospective contractor, family member or representative of the prospective contractor may not give 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.

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.

**PROPOSAL FORM**

**Campaign Contribution Form**

**“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)

**PROPOSAL FORM**

**Resident/Veterans Preference Certification**

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

**Please check one box only**

**Veteran Resident Businesses:**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% 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 5% 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 veterans 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 form 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.

**Resident Business/Veteran Business Certificate Number:** \_\_\_\_\_

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

\_\_\_\_\_  
(Date)

\* *Must be an authorized signatory for the Business.*

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

**A valid New Mexico Resident Business or New Mexico Resident Business Certificate number must be provided in order to receive preference.**

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_ (name) being first duly sworn, deposes and says  
that he/she is (title) \_\_\_\_\_  
of (organization) \_\_\_\_\_

who submits herewith to the Eddy-Lea Energy Alliance, LLC, a proposal:

That all statements of fact in such proposal are true:

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

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

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

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

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

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

Notary Public: \_\_\_\_\_  
My Commission Expires:

**Related Party Disclosure Form**

1. Are you indebted to or have a receivable from any member of the Governing Board of the Eddy-Lea Energy Alliance, LLC ("ELEA") or elected official, administration officials, department heads, and key management supervisors with any of the City of Carlsbad, the City of Hobbs, the County of Eddy and the County of Lea (collectively, the "ELEA Persons")?

2. Are you, or any officer of your company related to any ELEA Person and have you had any of the following transactions since January 1, 2008, to which the City of Carlsbad, the City of Hobbs, the County of Eddy or the County of Lea (collectively, the ELEA Members") or ELEA was, is to be, a party?

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

3. Does any ELEA Person have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with ELEA or any ELEA Member?

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

\_\_\_\_\_  
\_\_\_\_\_

4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of any ELEA Person?

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

\_\_\_\_\_  
\_\_\_\_\_

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an ELEA Person?

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

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Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Signature of Authorized Representative

Date

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Typed Name & Title of Authorized Representative

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