



State of New Mexico
General Services Department, Purchasing Division
(505) 827-0472

Invitation to Bid Price Agreement

Title: Parking Lot Striping

ITB number: 60-521-15-05777

Agency requested delivery: As Requested

Commodity code(s): 05856; 16224

Bids due no later than:

Date: February 18, 2016 Time: 2:00pm

Formal Sealed Bid Opening:

Place: NM State Purchasing Division Bid Room
To occur immediately following due date/time.

Return your bid to:

Hand Deliver/Courier:
New Mexico General Services Department
State Purchasing Division
1100 S. Saint Francis Drive, Room 2016
Santa Fe, NM 87505
or: Mail:
PO Box 6850
Santa Fe, NM 87502-6850
or: Electronic bid submission:
https://suppliers.sciquest.com/stateofnewmexico/

If you have questions regarding this Invitation to Bid please contact:

Procurement Specialist: Travis Dutton Telephone No.: 505-827-0477 Email: travis.dutton-leyda@state.nm.us

Bidder MUST complete and sign the following in order for Bid to be valid:

Vendor # (if you have one):
Company Name:
DBA:
Email:
NM Gross Receipts Tax # (CRS):
Address:
Telephone No.:
Federal Tax ID#:

Payment terms: (Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated by the NM State Purchasing Agent

Vendor's Delivery: (May be considered in the award)

Signature: Print or type name:

FOR MAILED-IN BIDS: Important - bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope.
FOR UPLOADED BIDS VIA SCI-QUEST: Such bids will be time-stamped in the system when Bidder clicks "OK" after "Review and Submit."

Additional Bidder Information

Applications for in-state preference will no longer be processed through the State Purchasing Division. All resident businesses, veterans, and contractors will have to obtain preference number(s) with the NM Department of Taxation & Revenue.

http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx

***Veterans Only: The Resident Veterans Preference Certification enclosed herein (page 8) must be completed and returned with bid along with a copy of the certificate issued by Tax & Rev in order to receive the preference. ***

If applicable, Bidder acknowledges receipt of the following amendment(s)*:

Amendment No. Dated Amendment No. Dated

*It is your responsibility as a bidder to ensure your bid is correct and accurate. By bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your bid corresponds with any amendments.

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due

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to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

Important Bidding Information

All Bidders must notify the State Purchasing Agent or his/her designee if any employee(s) of the requesting agency or the office of the State Purchasing Agent have a financial interest in the Bidder:

No financial interest **Yes financial interest**

If yes specify by name: _____

Bid tabulations will be posted to our website approximately two (2) weeks after bid opening date. To access go to www.generalservices.state.nm.us/spd/, click on Bids and Proposals, Bid Tabulations.

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, is cause for this office to reject their bid.

Brand names and numbers are for reference only; equivalents will be considered. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Specifications on the bid are not to exclude any bidder or manufacture. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the State Purchasing Agent or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the State Purchasing Agent or his/her designee, provide information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the State of New Mexico. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Awards

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the State in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The State Purchasing Agent reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the State of New Mexico.

The New Mexico State Purchasing Agent or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the State of New Mexico.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

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Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Paula Salazar (505-827-0474) of this office at least five (5) working days prior to the scheduled bid opening.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) “New Mexico Employee” means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and
- (2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they

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meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:

http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do

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to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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

- 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.

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

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Establish a Price Agreement for pavement markings and parking lot striping for New Mexico Energy, Minerals Natural Resources Department (EMNRD) - State Parks Division.

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Price shall be bid FOB destination. Potential vendors shall regularly engage in this type of business and be licensed, bonded and shall have insurance coverage in force and effect with a carrier or carriers licensed to do business in the State of New Mexico naming the State of New Mexico and New Mexico Energy Minerals Natural Resources Department, State Parks Division Co-Insured in amounts no less than one million dollars (\$1,000,000.00) for the life of the price agreement.

Potential vendors shall have service facilities in the State of New Mexico. All items will be awarded on an "all or none" basis based upon the total low bid for those items; multiple vendors may be awarded.

Bill To:

New Mexico Energy, Minerals Natural Resources Department
State Parks Division
1220 S Saint Francis Drive
Santa Fe, NM 87505

Ship To:

New Mexico Energy, Minerals Natural Resources Department
State Parks Division - Various Locations

Quantities Goods & Services:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the using agency at the time of P.O. Quantities may be increased or decreased as necessary to meet actual requirements. The State does not guarantee any amount of work.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work: the State does not guarantee any amount of work. Failure to respond to the State's requests may be grounds for termination of this Price Agreement.

Tax Note:

Bid shall not include New Mexico Gross Receipts Tax or local option tax(es). Such tax or taxes shall be added by the Contractor to its invoice at the current tax rate at each project's location, as a separate item to be paid.

Escalation / Reduction Clause:

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

Scope:

Work shall consist of furnishing and placing permanent and temporary pavement markings in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) Specifications and as shown in the plans or directed by the project manager. Contractor shall be equipped to apply white, yellow, blue and red traffic marking paint. All striping to be four inches (4") wide. Travel to any park in the State Park System is required; a list of State Park addresses is attached.

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Materials:

Traffic paint shall conform to the requirements pursuant to the NM Department of Transportation DOT specifications of Highway and Bridge Construction, 2014 Edition Section 704, Pavement Markings. Paint designations M-TPC or NMDOT specifications for Alkyd Traffic Paint. Glass Beads shall conform to requirements pursuant to NMDOT specifications of Highway and Bridge Construction 2014 Edition Section 704 Pavement Markings. Glass Beads designations M-GRB, Type S.

Construction Requirements:

Equipment used for applications of traffic paint, beads and primer shall be placed in the pavement by spray type self-propelled pavement marking machine with exception of temporary striping during construction may be placed with other equipment designed for application of paint beads or primer.

- The machine shall be capable of applying a clear-cut four inch (4") line or lines.
- The machine shall be equipped with a mechanical device capable of placing a broken reflectorized center line with a ten foot (10') painted segment and a thirty foot (30') gap.
- The machine shall be equipped with an air-operated glass bead drop-in dispenser controlled by a spray gun mechanism. The dispenser shall be capable of placing the glass spheres into the paint line as the paint is applied to satisfactory marking and delineation.
- The volume of paint in place shall be determined by measuring the paint tank with the calibrated rod. At the option of the project manager, if the striping machine is equipped with air atomized spray units (no airless) the volume may be determined by utilizing such gauges. The quantity of glass-reflectorized beads in place shall be determined by measuring the reflectorized bead tank with calibrated rod.

Primer:

When a permanent marking is to apply to Portland Cement Concrete Pavement, primer shall be applied prior to application of paint. Primer will not be required for temporary pavement marking.

Placing primer beads and traffic paint, pavements marking shall be applied during daylight hours when the pavement surface is dry and clean. Pavement markings shall not be applied during foggy, rainy, snow, or otherwise adverse conditions to application markings. The surface shall be free of excess asphalts or other deleterious substances before traffic paint, beads, or primer are applied. The contractor shall remove dirt, debris, grease, oil, rock, or chips from the pavement before applying markings. The placing of traffic markings shall be done only by personnel who are experienced in this type of paint application. The contractor shall provide the necessary personnel and equipment to divert traffic from the installation area where the work is in progress during drying time.

Tolerances (paint, beads, and primer):

- The length of the painted segment and gap shall not vary more than six inches (6") in a forty foot (40') cycle.
- The finished line shall be smooth, esthetically acceptable and free from undue waviness.
- Painted lines shall be four inches (4") wide with a tolerance of plus or minus 1/8 inch and shall be placed at the minimum rate if 19.75 gallons per mile or a solid four inch (4") line at 4.94 gallons per mile for a broken four inch (4") line at a ten foot (10') stripe and a thirty foot (30') gap forty foot (40') cycle aggregate.
- Glass reflectorizing beads shall be applied on the wet paint at a minimum rate of six (6) pounds to each gallon of paint.

Bond Note:

For purchases that exceed twenty five thousand (\$25,000.00) prior to issuance of a contract order, the successful awarded contractor must provide a performance bond, payment bond, and a materials bond equal to 100% of the total contract purchase order. Said bonds must be provided to the State Parks Division office within ten (10) calendar days after notification of award and are to be filed with the Project Manager. Failure to comply shall result in order being issued to another contractor.

Bond Note:

For purchases under twenty five thousand (\$25,000.00) – in lieu of a performance bond, contract payment shall be withheld until this contract is completed and, accepted by the user agency.

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Contractor Agrees To:

Provide traffic control devices for detours according to the NM Department of Transportation DOT specifications of highway and bridge construction 2014 Edition except as modified herein. Provide for traffic control in accordance with the Manual on Uniform Traffic Controls in construction and maintenance work zones.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Ft.	Statewide pavement marking exact per specifications. Labor, Paint, and Equipment Included	\$ _____
002	1	Ft.	Additional Cost of Glass Beads per Foot	\$ _____
003	1	Ea.	International symbols: Handicap, directional arrows, directional lettering cross walks and fire lane curbing	\$ _____
004	1	Mi.	One way per mile cost, per service vehicle required, measured from the awarded contractors office/shop to the requested job site for travel in excess of 50 miles one way based on mapquest.com	\$ _____

*** 4 Items Total ***

Electronic Version:

The items for this ITB can be found at: <https://suppliers.sciquest.com/StateOfNewMexico/>

Bidders **MUST** submit an electronic version [CD-ROM, flash drive, eProcurement Attachments' page (see below), etc.] of the items in Excel or placed on the website. **Items are located on our website and can be exported to Excel:** <https://suppliers.sciquest.com/StateOfNewMexico/>. There are 2 options on the website, (1) download the Excel spreadsheet, enter your bid and then upload it back to the website; (2) fill out the items directly on the website. Exporting the Items will leave out any item options (make, model, vehicle options, etc.). If you choose to fill out the Excel spreadsheet, make sure, after importing it that all items are complete and all necessary item options are complete. If you choose to submit your bid hard copy: Bid must **include** the entire Bid with specifications and electronic version (CD or flash drive, etc.) of the items in Excel format. (Make sure you bid on all necessary item options.) Label physical envelope or package with the bid number and opening date on the lower left hand corner. Bids submitted by **facsimile**, or **e-mail** will **not be accepted**. (4 items total for this ITB.)

Electronic submissions to include those submitted via: <https://suppliers.sciquest.com/StateOfNewMexico/Default.aspx>. Use this site to view this event, respond with your prices, and receive notices of procurements in the future. Note: A company must first register as a supplier with the State of New Mexico at the site listed above before responding electronically to any events.

Contact the help line directly at: GSD.SPDeProcurement@state.nm.us if you have any questions or concerns.

NOTE: Bids must be received by the due date and time listed on the front page of this ITB or as amended. Electronic submissions via eProNM (<https://suppliers.sciquest.com/StateOfNewMexico/>) shall be submitted no later than 2 hours prior to the time and date indicated. Bids submitted within 2 hours of the close time, cannot be guaranteed to upload successfully.