



RETURN INVITATION TO BID:

GSD/PD (Rev. 03/14)

State of New Mexico
General Services Department, Purchasing Division
(Hand Deliver Only) 1100 S. Saint Francis Drive, Room 2016 (87505)
(Mail Only) PO Box 6850
Santa Fe, New Mexico 87502-6850
(505) 827-0472

Invitation to Bid Price Agreement

Title: **Inspect, Repair and Maintain the Mesilla Valley Bosque State Park Waste Water System**

Bid number: **60-521-16-05694**

Agency requested delivery: **As requested**

Commodity code(s): **05842**

Formal Sealed Bid Opening

Place: **NM State Purchasing Division Bid Room**

Bid opening date: **March 15, 2016** Time: **2:00pm**

Ship To: Mesilla Valley Bosque 5000 Calle Del Norte Mesilla, NM 88046
Invoice: EMNRD State Parks Division 1220 S. Saint Francis Drive Santa Fe, NM 87505

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

Procurement Specialist: **Clarke J. Fountain** *OK* Telephone No.: **(505) 670-9723**

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

Company name: _____

Address: _____

Telephone no.: _____

Federal tax ID#: _____

Signature: _____

Print or type name: _____

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. In order for the appropriate preference to be applied to any solicitation, there must be no federal funds involved, and vendor must submit a copy of their preference certificate with each solicitation. Applications are available for download at:

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

Veterans Only: The Resident Veterans Preference Certification enclosed herein **must** be completed and returned with bid in order to receive the preference.

E-mail: _____

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)

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. (Note: "No Bid" does not require a return of this document.) Sealed bids will be received at the above address until the above specified date and local time, then publicly opened in the New Mexico State Purchasing Division Bid Room. This Bid is subject to the "Terms and Conditions," shown on the reverse side of this page, and "Additional Bidding Instructions," if any.
FOR UPLOADED BIDS VIA eProNM: Such bids will be time-stamped in the system when Bidder clicks "OK" after "Review and Submit." You will receive a confirmation email of the submission for your records. Such electronic submissions will be considered sealed bids in conformance with statute.

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

Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

State of New Mexico
General Services Department
Purchasing Division
Price Agreement 60-521-16-05694:

Page-2

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement 60-521-16-05694:

Page-3

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 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. 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. 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 and returned to the State Purchasing Division. 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 proposal 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. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement 60-521-16-05694:

Page-4

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 proposal on this bid, 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement 60-521-16-05694:

Page-5

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.

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://insurenemexico.state.nm.us/>.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement 60-521-16-05694:

Page-6

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 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/GuidesProcedures.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

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

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 or 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement 60-521-16-05694:

Page-9

EMNRD, State Parks Division wishes to establish a Contract to provide maintenance and service for inspections and repair to the Waste Water Treatment System Model #: 2 16/19 Koi RTF located at Mesilla Valley State Park located in Mesilla, NM. This maintenance and repair shall include: preventative maintenance, turnkey repair, rehabilitation and restoration work; also potential installation of new/replacement equipment. This contract is required pursuant to the New Mexico Environment Department Liquid Waste Water Permit DA070269 this permit is attached for review in addition to the Manufacturer Specifications for the KOI RFT System. Contractor shall be responsible for complying with all Liquid Waste Permit conditions and for notifying State Parks Division of any permit modifications or corrective actions needed. Contractor shall also provide reports and plans on the condition of the system and modifications to State Parks Division for submittal to NMED, as required by the Liquid Waste Permit.

The term of this Contract 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 Contract shall not exceed four (4) years.

New Mexico Contractor's License:

Contractors shall be licensed for the work to be performed by this Contract by the State of New Mexico, Regulation and Licensing Department, Construction Industries Division. Contractor shall have experience in all areas of work as described. Staff performing work shall be experienced and qualified in areas related to this Contract.

New Mexico Code Requirements:

All work shall be performed in accordance with all applicable New Mexico Environmental Waste Water and Construction Industries Division building codes. The awarded contractor(s) shall be fully responsible for all permits associated with this work as required by the State of New Mexico, Environment Department and the Construction Industries Division. Prices quoted herein shall include all costs associated with any building permits, licenses and fees to be incurred by the contractor.

Project Types:

1. Annual Inspections and Testing
2. Preventive maintenance and scheduled services will be performed according to manufacturer's equipment manuals.
3. All routine preventive maintenance parts, will be included in the price quoted for each inspection.
4. Response to regulatory compliance issues that may be needed to comply with the system Liquid Waste Permit.

All repairs, rehabilitation and restoration work, beyond the preventive maintenance, will require the vendor to provide the Project Manager with a written price quote outlining a description of the repair needed, manufacturer's suggested list price, discount according to bid, hours of labor and tax on labor. Repair work will then be scheduled and completed only after approval by the Project Manager.

All replacement and/or installation of new equipment will require the vendor to provide the Project Manager with a written price quote outlining a description of the replacement needed, manufacturer's suggested list price, discount according to bid, hours and costs of labor and tax on labor. Replacement or installation of new equipment will then be scheduled and completed only after approval by the Project Manager.

All work will be performed during the hours of operation, when the park is open, unless emergency repairs are required. Any overtime or holiday charges will need to be approved by the Project Manager prior to commencement.

Safety and Control:

The contractor is fully responsible for providing adequate barriers and protection when performing work related to this Contract. The contractor will provide employees with adequate and appropriate personal protective equipment and will be

State of New Mexico
General Services Department
Purchasing Division
Price Agreement 60-521-16-05694:

Page-10

responsible for controlling the area of construction. The contractor will maintain all equipment in good, safe working conditions.

Clean-Up:

Contractor will be responsible for all associated clean-up during and after construction. At the end of each work day, contractor will perform clean-up necessary to keep the job site in an orderly fashion. Contractor will be responsible for all costs associated with project debris.

Mileage:

Per diem and mileage shall be charged at the rates established in the New Mexico Mileage and Per Diem Act.

Labor Pricing:

Contract prices do not include New Mexico gross receipts tax (NMGRT). NMGRT shall be added for labor only at current rates at the location of the job. NMGRT will be shown as a separate item when billing is submitted or when quotations are provided.

Labor costs will include all contractor overhead, profit, the cost of tools, taxes, insurance and fees necessary to perform the work.

Billing rates will be for persons, materials and parts used for actual work performed on site.

Subcontractors:

Contractor may utilize the services of a subcontractor if additional staffing is required. No work shall commence by a subcontractor without prior approval of the user agency.

All applicable rules and regulations pertaining to subcontracting shall apply.

Materials:

The contractor may recommend alternative materials, including any appropriate material substitutions, as needed to complete a job order. All substitutions must be approved by the project manager in writing prior to purchase or installation.

The state agency reserves the right to purchase materials directly from state price agreements or from materials contract(s) and to provide these materials to the awarded contractor(s).

Contractor's Warranty:

Contractor shall provide a one-year labor and materials warranty, beginning from the date of final payment. Materials warranty will be limited to new materials installed as part of the work.

Manufacturer's Warranty:

When available, the contractor will provide extended manufacturer's warranties for equipment, materials and parts installed by this Contract.

Method of Award:

The Contract will be awarded based on the following bids. One bid for annual inspection. The vendor will also bid an hourly rate for repairs during normal working hours for a journeyman and helper if needed, hourly rate for emergency working hours for a journeyman and helper if needed as well as a percent (%) discount for parts, materials and equipment.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement 60-521-16-05694:

Page-11

The vendor awarded this agreement will perform an initial base line inventory to identify equipment needs and condition.

The vendor must be able to provide emergency response and service [within 12 hours of receiving a call from the park] in the event systems critical to park operations need repair service. Preventative maintenance or repair work will be scheduled within twenty four (24) hours unless it is an emergency repair requiring immediate attention.

Payment will be made upon satisfactory completion of scheduled maintenance or repairs and approved by the Project Manager. The vendor will then submit a numbered, itemized invoice of the Project Manager for processing payment.

The vendor will maintain a log for Waste Water Treatment System documenting maintenance and repairs performed. A service report will be submitted to the Project Manager and will document the preventative maintenance and repairs performed as well as any other repairs needed.

Park Address:

New Mexico State Parks Division
Mesilla Valley Bosque State Park
5000 Calle Del Norte
P.O. Box 235
Mesilla, NM 88046

Janet Kirwan, Park Manager
Phone: 575-523-4398
Fax: 575-523-0742

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement 60-521-16-05694:

Bidders are Required to Provide the Following Information:

Contractor's Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Contract Manager's Name: _____

NM Contractor's License #: _____ Federal Tax ID #: _____

NM Contractor Classification: _____ State Tax ID #: _____

Unit rates for services performed as follows (per lump sum, hourly, discount percent):

Item	Approx. Qty.	Unit		Unit Price
001	Ea.		Lump sum price for inspection	\$ _____
002	Ea.	Hr.	Hourly rate for journeyman, regular hours	\$ _____
003	Ea.	Hr.	Hourly rate for journeyman, weekend/holiday hours	\$ _____
004	Ea.	Hr.	Hourly rate for apprentice, regular hours	\$ _____
005	Ea.	Hr.	Hourly rate for apprentice, weekend/holiday hours	\$ _____
006	Ea.	Hr.	Hourly rate for laborer, regular hours	\$ _____
007	Ea.	Hr.	Hourly rate for laborer, weekend/holiday hours	\$ _____
008	%		Applied discount for Waste Water Treatment System Model # 2 16/19 Koi RTF parts, materials, new equip from current Manufacture list price NOTE: Cost plus percent not acceptable	% _____

8 Items Total