

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**



**MISCELLANEOUS HEATING,
VENTILATION, REFRIGERATION, AND
AIR CONDITIONING SERVICES**

IFB #2013-0186-PW/MS

JANUARY 2013

TABLE OF CONTENTS

Advertisement for Bids1

A. BIDDING DOCUMENTS:

 Bid Instructions3

 General Terms and Conditions.....4

 Supplemental Terms and Conditions9

B. BID DOCUMENTS

 Bid Proposal11

 Bid Form13

 Bid Sheet15

 Bid Bond16

 Subcontractor Listing17

C. APPENDICES

 A. Standard Specifications19

 B. Note to Contractors20

 C. Acknowledgement of Receipt of Invitation for Bids Form.....24

 D. Campaign Contribution Disclosure Form25

 E. Resident Veterans Preference Certification28

 F. Sample Price Agreement30

 G. Price Sheets31

ADVERTISEMENT FOR BIDS

INVITATION FOR BIDS

**MISCELLANEOUS HEATING, VENTILATION, REFRIGERATION AND AIR
CONDITIONING SERVICES
IFB #2013-0186-PW/MS**

Santa Fe County is requesting bids for the purpose of procuring *Miscellaneous Heating, Ventilation, Refrigeration and Air Conditioning Services*. Santa Fe County intends to award multiple source price agreements pursuant to Section 13-1-153 NMSA 1978. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole.

A completed bid package shall be submitted in a sealed container indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. **All bids must be received by 2:00 PM (MDT), on Wednesday, February 6, 2013, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (2nd Floor), Santa Fe, NM 87501.** By submitting a bid for the requested services each firm is certifying that its bid is in compliance with regulations and requirements stated within the IFB package.

A Pre-Bid Conference will be held on Wednesday, January 23, 2013 at 10:00 AM (MT) at the Santa Fe County Public Works Department Conference Room located at 424 West NM 599 Frontage Road Access. At CR 62 exit cross over Hwy 599 to the west Frontage Road and head back south to Public Works Building. For directions call (505) 992-3010. **The Pre-Bid Conference is Mandatory.**

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration for contract(s) without regard to race, color, religion, sex or national origin, religion, ancestry, sex, age, physical and mental handicap, serious medical condition, disability, spousal affiliation, sexual orientation or gender identity.

Invitation for Bid packages may be obtained by contacting Maria B. Sanchez, Procurement Specialist, Senior, Santa Fe County Purchasing Division at (505) 992-9864, through e-mail at mbsanchez@santafecounty.org; or on our website at http://www.santafecountynm.gov/asd/current_bid_solicitations

**ANY BID RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE
ACCEPTED.**

Santa Fe County
Public Works Department
Publish – January 13, 2013

BID INSTRUCTIONS

1. All bids shall be submitted on the Santa Fe County “Invitation for Bids” forms provided herein.
2. All bids must be received by the Santa Fe County Purchasing Division, 142 West Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, as specified in these Bid Instructions:

Mailing Address:

Santa Fe County Purchasing Division
Attn: Maria B. Sanchez
PO Box 276
Santa Fe, NM 87504-0276

Hand Delivery and Courier:

Santa Fe County Purchasing Division
142 W. Palace Ave., 2nd Floor
Santa Fe, NM 87501

Bids shall be complete and submitted in a sealed container and be clearly marked with the words: **Sealed Bid Enclosed, Bid #2013-0186-PW/MS, *Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services.***

3. Filing time marked or stamped on the sealed envelope by the Santa Fe County Purchasing Division shall be the official time of receipt of the bid.
4. All bids shall remain sealed until the date and time specified on page two (2) of this bid package.
5. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.

GENERAL TERMS AND CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modification of bids shall be permitted. A bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the firm's authorized representative or agent. Resubmission of the modified bid shall be received within the specified time of bid opening to be considered.
2. **Contract Terms:** The contract between the County and the Contractor shall be in the form attached hereto as the Sample Price Agreement. The County reserves the right to negotiate with a successful bidder additional terms than those stated in the Sample Price Agreement.

Should a bidder object to any provisions of the Sample Price Agreement, that bidder must propose specific alternative language. The County may or may not accept the alternative language. General references to the bidder's terms and conditions or attempts at complete substitutions are not acceptable and may result in disqualification of the bidder's bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

BIDDERS READ THE SAMPLE PRICE AGREEMENT THAT IS ATTACHED TO THIS IFB. IT CONTAINS ALL TERMS, CONDITIONS AND REQUIREMENTS THAT WILL APPLY TO THE PERFORMANCE OF THIS PRICE AGREEMENT BY THE CONTRACTOR.

3. **Notification of Award:** This solicitation may be the subject of multiple source awards. The successful bidder(s) shall be notified in writing within five (5) working days of contract award. The successful bidder(s) will be issued subsequent purchase order(s) for goods and services.
4. **Delivery:** Unless otherwise specified, all items bid are delivered to a site determined by the County within Santa Fe County at the time of the purchase order is completed.
5. **Applicable Taxes:** Prices offered are not to include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and/or goods. The awarded bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
6. **Estimated Quantities:** Any quantities stated in solicitation are estimated quantities and that actual quantities for the term of the Price Agreement may vary. Santa Fe County assumes no liability in the event actual quantities ordered do not equal stated estimated quantities. The County may order some or all of the items or may order several of the same item. Actual purchase by the County using a Price Agreement, as a result of this solicitation, are contingent upon available appropriated funding.

7. **Inspection and Acceptance:** Final inspection and acceptance of items and services will be made by the County at the destination or installation site. Non-conforming items shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
8. **Invoice Requirements:** Contractor invoices shall be submitted in triplicate duly certified and contain the following information:
 - Purchase order number and IFB number or Price Agreement number
 - Invoice Number
 - Unit prices with extended totals
 - Complete descriptions of items and/or services rendered
 - Separate invoices shall be issued for each completed shipment delivery and service.
9. **Right to Cancel:** The County reserves the right to cancel all or any part of any order without cost to the County if the Contractor fails to meet material provisions of an order, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the Contractor's control. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the County can determine that the goods or services to be supplied by the sub-contractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.
10. **Bidders Certification:** In submitting a bid, the bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this invitation for bids by the County.
11. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979)
12. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be accepted.
13. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with bidders and to accept the offer it deems to be in the best interest of the Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.

14. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and/or to function as indicated in these specifications for the items requested in this IFB. The Contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE ITEM SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED IN THE BID RESPONSE OR OFFER.

15. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Bill Taylor, Procurement Manager, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM 87501 or via fax at (505) 989-3243, and to be given consideration must be received at least ten (10) working days prior to the date fixed for the receipt of bids.
16. **Communication:** Any contact with any other County staff member other than the Procurement Manager named in this solicitation may be grounds for rejection of a proposal.
17. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of a written addenda to the IFB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable, to all prospective bidders prior to the date fixed for the receipt of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve the bidder from any obligation under its bid as submitted. **All addenda issued shall become part of the contract documents.**
18. **Brand Names and Model Numbers:** Specifications in this invitation are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable quality and standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions to prevent mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.
19. **Item Description(s):** All items on all pages of the specifications are representative of the desired sizes and dimensions and as such are intended as guides to bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.

20. **Compatibility or Brand Name(s):** Bidders shall clearly indicate that it is offering an “equal” product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.
21. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to quality of the products proposed shall be the responsibility of the County and will be based on information provided in the bid or information reasonably available to the County.
22. **Bribes, Gratuities, and Kickbacks:** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for code violations. In addition the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
23. **Preferences in Procurement**

A. *New Mexico In-state Preference.*

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to Section 13-40-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Department of Taxation and Revenue.

If an Offeror or Bidder submits with its proposal or bid a copy of a valid and current in-state resident business/contractor certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score and in the event of a Bidder, the bid will be 5% lower than the bid actually submitted.

Certification by the NM Department of Taxation and Revenue for the resident business or resident contractor takes into consideration such activities as the business or contractor’s payment of property taxes or rent in the state.

OR

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the

department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror or Bidder who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror or Bidder submits with its proposal a copy of a valid and current veteran resident business certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score, depending on the business' annual revenue or 10%, 8% or 7% of the bid will be lower than the bid actually submitted.

The resident business preference is not cumulative with the resident veteran business preference.

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SUPPLEMENTAL TERMS AND CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe miscellaneous heating, ventilation, refrigeration, and air conditioning services that may be required for any of the County facilities. The County reserves the right to accept some minor variances in the approved materials offered by the bidders if such acceptance is determined to be in the best interest of the County.
2. **Qualified Bidders:** Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the Bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All Bidders shall include references from three (3) or more places of business that these services were provided to.
3. **Inspection of Facilities & Equipment:** Representatives of the Santa Fe County Purchasing Division and the Santa Fe County Public Works Department shall have access, at any reasonable time, to the bidder's facilities for the purposes of inspection during the agreement period, to inspect the facilities during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
4. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the County may incur as a result of failure to deliver the materials and services described in the contract on time, that time is of the essence in the performance of this price agreement. By entering into the Sample Price Agreement, the Contractor agrees that damages suffered by the County resulting from late delivery can neither be accurately anticipated or calculated.

In the event of failure of the Contractor to deliver services in an agreed upon date in accordance with the County's request, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per order per each day the materials and services are delivered late.

At the option of the County Purchasing Manager, the County may invoke the default provisions of the price agreement contained in the General Terms & Conditions in addition to the liquidated damages stated above.

4. **Bid Security:** Bid security in the amount of \$2,500.00 shall accompany the bid proposal and must be in the form of a certified or bank cashier's check made payable to "**Santa Fe County or Firm (Bidder's Name)**" or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other supplies in a form satisfactory to the County. The bid security of the successful bidder shall be retained until it has executed the price agreement and furnished the required bid security, whereupon it will be returned. If the successful bidder fails to execute and deliver the price agreement and furnish the required

bid security within ten (10) days of the Notice of Award, the County may annul the Notice of Award and the bid security of that bidder will be forfeited.

5. **Method of Award:** Santa Fe County reserves the right to award a “Multiple Source Award” pursuant to NMSA 1978 Section 13-1-153, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions.

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INSTRUCTION TO BIDDERS

Santa Fe County wishes to establish a Price Agreement for on-call miscellaneous heating, ventilating, refrigeration, and air conditioning work for boilers and water heating equipment, controls; and work related to these systems for County facilities throughout Santa Fe County.

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

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to Workman's Compensation Insurance during the term of the Price Agreement.

A wage rate decision is required by the Public Works Minimal Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more and fund in part by state or local funding. The Contractor agrees to comply with the prevailing wage rate schedule when applicable.

Performance and Labor and Material Payment Bonds will be required at 100% of the project amount and executed by a surety company authorized to do business in the State of New Mexico for each project over twenty-five thousand (\$25,000). Said bonds must be provided to Santa Fe County Purchasing Division prior to beginning work. Failure to comply shall result in order being issued to another vendor and difference being charge back to awarded Contractor(s).

The prices quoted herein represent the total compensation to be paid by the County for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The awarded Contractor(s) shall be responsible for all permits associated with the work as required by the State of New Mexico Construction Industries Division (CID). CID will issue permits for work performed on County facilities.

Contractors will be allowed travel time and mileage one way from Contractor's place of business to the jobsite in excess fifty (50) miles. If the job requires more than one visit, the Contractor must have a justification and prior approval from the using agency. Mileage will be based on mapquest.com. Contractors will not be allowed mileage when providing a quote for the work.

No person shall act as a Contractor without a license issued by CID, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken as set forth in Section 60-13-12 NMSA 1978.

Contractor shall provide the following information as part of their bid:

Contractor's New Mexico License: _____

Contractor's Classification No.: _____

State Tax Identification No.: _____

Public Works Registration No.*: _____

*Pursuant to 13-4-13.1 Public Works Contracts: Registration of Contractors and Subcontractors

When submitting a bid for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of public works project greater than sixty thousand dollars (\$60,000) that is subject to the Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions **prior** to submitting a bid. Santa Fe County may reject any bid that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as-needed, on-call basis to perform services associated with this Price Agreement. A Price Agreement award is without issuance of quantity or dollar amount of work to be performed by this Contractor. Failure to respond to the County's requests may be ground for termination of a Price Agreement.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of Santa Fe County to not interfere with the daily operations of the using department or to jeopardize the health, safety, or welfare of the employees or general public conducting business with Santa Fe County.

County reserve the rights to purchase material directly from the Price Agreement sources (manufacturers) and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials for each project.

SCOPE OF WORK

The County shall issue a scope of work for each project to be procured under the Price Agreement. The Contractor shall provide its costs for performing all the work called for in the using department's scope of work for the project. This Contractor shall have the licensed and technical staff to perform diagnostic services; provide design services as needed; and to provide professional prepared, stamped drawings, if needed, to obtain all needed installation or construction permits.

The work shall include all costs needed and required to remove and to repair any defective heating, ventilation refrigeration, and air conditioning systems, materials and related work; to provide all preparation work and lay-out needed and required for the repair of existing HVAC systems and installation of new work and systems; and any required maintenance and related work needed for existing HVAC systems.

The work shall include all preparation work needed to properly install new HVAC work or to repair or upgrade existing HVAC systems. Work may include, but is not limited to installation of new or relocation or removal of existing diffusers, grilles, and registers; installation of all new or relocation or removal of existing vents, flues, make-up and outside air ducts; installation of new or relocation or removal of existing thermostats; install or new or relocation or removal of supply and return air ducts; installation of new or relocation or removal of existing heating and/or cooling units; and similar, related HVAC work. Work may include testing and balancing of HVAC systems, including heat loss/heat gain calculations needed to provide the CFM or GPM deliveries for the areas served by the HVAC system.

Replacement systems and related equipment shall meet the minimum energy performance requirements described in the scope of work for each project.

All work shall be installed in strict compliance with national and state building and mechanical codes. The contractor shall be responsible for obtaining all necessary construction permits and providing copies of those permits to the County.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. The Contractor shall restore any damage to existing, adjacent finishes damaged as a result of performing its work.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The County's trash container for the building shall not be used for disposal of any construction debris.

The Contractor shall provide all services needed and called for in the County's scope of work, in addition to the requirements set for in the Price Agreement.

Warranty:

The Contractor shall warranty its work for new mechanical systems, appliances and related work, for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum for the date of acceptance for new installations in addition to manufacturing’s standard warranties. The Contractor shall warranty its work for repairs or restoration of existing mechanical systems, appliance and related work for ninety (90) days from the date of acceptance of repair, restoration, replacement or upgrade work for existing systems.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeyman level personnel shall be properly licensed and shall have the ability and necessary skills to diagnosis problems and to make the appropriate decision needed to provide these services.

Any technician servicing EPA regulated refrigerants in HVAC units MUST have a valid EPA Section 608 Certification covering the applicable refrigerant. The Contractor/subcontractor will assume full responsibility for all EPA fines including those attributable to the County if the Contractor/subcontract is found to be illegally intentionally or accidentally releasing any regulated refrigerant. Prior to working on any regulated refrigerant-containing equipment, the Contractor/subcontractor shall provide a written statement certifying that they will use EPA-certified refrigerant recovery and recycling equipment when applicable.

Contractor’s hourly labor rate shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the County’s scope of work and drawings for this project.

Hourly rates are requested for three (3) levels of personal as follows:

Journeyman	A person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project OR graduate of a post-high school HVAC/R program of instruction of two (2) or more years in duration or equivalent; demonstrated record of HVAC/R related continuing education and training and five (5) or more years of actual work experience as a service and/or installation technician in the mechanical equipment/system, HVAC and refrigeration service and maintenance industry.
Apprentice	A person with substantial experience in the field of work, but is not deemed to be a journeyman.
Laborer	A person with minimum experience, performing simple tasks such as clean-up

As part of project-specific proposals, the Contractor shall supply detail of equipment and material costs that shall document the discount offered from equipment suggested retail prices. In addition, the Contractor shall provide detail of crane or equipment rental or disposal costs for each proposed

project. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the County for which the work was provided. When requested by the County, the Contractor shall provide copies of invoices for the associated parts and materials used in the project showing the vendor and dates of purchase when billing.

Santa Fe County requires that all materials shall be new and of the highest quality and at the best obtainable price available for the type of work being performed. When a service is needed, the County representative shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If the equipment cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for the model, size and type of unit recommended along with the relevant efficiency data. The County's performance and energy efficiency standards will be discussed and taken into consideration when proposing replacement units.

The Contractor shall visit the site and compare the County's scope of work and/or drawings to the existing conditions and shall provide a written proposal to provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed, volume of labor hours, estimated equipment costs, and proposed schedule and completion time. The Contractor shall submit the written quote to the requesting County representative at no cost to the County.

Prior to commencement of any work performed the County will issue a notice to proceed and Purchase Order for the work requested based on the Contractor's quote and rates established by the Price Agreement.

The Contractor shall begin the work based on the priority identified by the County representative. Any delay beyond the stated completion date shall be agreed upon by the County and the contractor.

Where work is to be conducted in a correctional or secured facility, security clearances and background checks that may be required by the County for the Contractor and its employees must be obtained prior to commencement of any work at that facility. In this instance, the County will perform the required background checks. The County reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The County department reserves the right to provide escort to any or all employees of the Contractor off its property, for an inappropriate conduct or actions that jeopardize the safety, security, or well-being of any person at that facility. Inappropriate behavior by the Contractor, its employees or subcontractors shall immediately cancel this Price Agreement. Any employee of the Contractor found in violation of any law, while on the County's property, may be prosecuted.

BID PROPOSAL

**SANTA FE COUNTY PUBLIC WORKS
MISCELLANEOUS HEATING, VENTILATION, REFRIGERATION AND AIR
CONDITIONING SERVICES
IFB #2013-0186-PW/MS**

To Santa Fe County, State of New Mexico, Owner:

In compliance with the information for Bidders and in strict conformance with the Contract Documents, _____, hereinafter called the Bidder, organized and existing under the laws of the State of New Mexico as a _____ (type of business or legal entity), hereby proposes to perform all the WORK required for the Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services bid on by this firm.

The undersigned declares that it is the only person or parties interested in the proposal as principals are those named herein; that the proposal is made without collusion with any person, firm or corporation; that it has carefully examined the bidding documents, including special provisions, if any, and that it has made a personal examination of the site of the work, that it is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that it understands that the quantities are approximate only and subject to increase or decrease, and that it is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Price Agreement within ten (10) days, or such further time as may be allowed in writing by Santa Fe County after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case we do not the Santa Fe County may proceed to award the contract to others.

We hereby agree to commence the work within fifteen (15) days, or such further time as may be allowed in writing by Santa Fe County after notification to proceed.

Signature-Title

(Corporate Seal)

Corporate Name

Address

City, State, Zip Code

Names of individual members of firms or names and titles of all officers of Corporation.

Corporation organized under the laws of the State of _____

Bidder or qualifying Subcontractor NM Contractor's License No. _____

NM Department of Workforce Solutions,
Public Works Labor Enforcement Fund
Registration Number:

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BID FORM

SANTA FE COUNTY
CONTRACTING AGENCY AND OWNER

FROM: _____ hereinafter called "Bidder".

TO: Santa Fe County
102 Grant Avenue
Santa Fe, New Mexico 87501

hereinafter called "CONTRACTING AGENCY",

BID FOR: **SANTA FE COUNTY
MISCELLANEOUS HEATING, VENTILATION,
REFRIGERATION, AND AIR CONDITIONING
SERVICES**

PROJECT: **IFB #2013-0186-PW/MS**

Purchasing Division:

The bidder has familiarized itself with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- A. Advertisement for Bids
- B. Bid Instructions
- C. General Terms and Conditions
- D. Supplemental Terms and Conditions
- E. Instructions for Bidders
- F. Bid Proposal Form
- G. Bid Form
- H. Bid Sheets
- I. Bid Bond
- J. Subcontractor Listing - \$5,000.00 threshold
- K. Acknowledgement of Receipt Form
- L. Campaign Contribution Form
- M. Sample Price Agreement

Therefore, the Bidder hereby proposes to furnish all products, supervision, personnel, labor, materials, tools appurtenances, equipment, and services (including all transportation services) in accordance with the above listed documents.

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

All Addenda pertaining to this Project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Date	Acknowledged by Bidder or Its Authorized Representative	Date Acknowledged
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the bidders responsibility to become fully advised of all Addenda prior to submitting his bid.

The Bidder agrees to perform work upon receipt of a Purchase Order issued by Santa Fe County. Bidder acknowledges that liquidated damages for later delivery or performance will apply to this Price Agreement.

- This Bid Proposal contains the following:
- A. Bid Proposal Form
 - B. Bid Form
 - C. Bid Bond
 - D. Bid Sheet (Completed)
 - E. Subcontractor Listing - \$5,000.00 threshold (Completed)
 - F. Campaign Contribution Form (Completed)

Respectfully submitted:

Name of Bidder: _____ Official Address: _____

By: _____
(Signature)

Title: _____

Date: _____

Telephone No. _____

Federal Tax I.D. Number (FEIN): _____

New Mexico CRS Number: _____

BID SHEET

Project: **Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services** IFB No. **#2013-0186-PW/MS**

Bidder: _____ This Bid is submitted to:

Santa Fe County Purchasing Division

142 W. Palace Ave. (2nd Floor)

Santa Fe, New Mexico 87501

Attn: Maria B. Sanchez

Having read the Santa Fe County Bid Instructions, General and Supplemental Terms and Conditions, Sample Price Agreement, and examined the specifications sheet(s) for the Invitation for Bids reference **#2013-0186-PW/MS** we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

**SANTA FE COUNTY PUBLIC WORKS
MISCELLANEOUS HEATING, VENTILATION, REFRIGERATION,
AND AIR CONDITIONING SERVICES
IFB #2013-0186-PW/MS**

Signature:

Name (typed or printed):

Title:

Firm Name:

Federal ID or Social Security Number:

NM License #

Liability Insurance is required.

Copy of Workers' Compensation Insurance is required

Telephone: (____) _____ Fax: (____) _____

Received addenda #'s _____ & _____ when issued.

BID SHEET CONTINUED

1. Journeyman, regular work hours (per hour)

Projects under \$60,000 _____

Projects over \$60,000 _____

2. Journeyman, work hours, after 5:00 PM – 8:00 AM

Projects under \$60,000 _____

Projects over \$60,000 _____

3. Journeyman, weekend work hours

Projects under \$60,000 _____

Projects over \$60,000 _____

4. Journeyman, holiday work hours

Projects under \$60,000 _____

Projects over \$60,000 _____

5. Apprentice, regular work hours (per hour)

Projects under \$60,000 _____

Projects over \$60,000 _____

6. Apprentice, work hours, after 5:00 PM – 8:00 AM

Projects under \$60,000 _____

Projects over \$60,000 _____

7. Apprentice, weekend work hours

Projects under \$60,000 _____

Projects over \$60,000 _____

8. Apprentice, holiday work hours

Projects under \$60,000 _____

Projects over \$60,000 _____

9. Laborer, regular work hours (per hour)

Projects under \$60,000 _____

Projects over \$60,000 _____

10. Laborer, work hours, after 5:00 PM – 8:00 AM

Projects under \$60,000 _____

Projects over \$60,000 _____

11. Laborer, weekend work hours

Projects under \$60,000 _____

Projects over \$60,000 _____

12. Laborer, holiday work hours

Projects under \$60,000 _____

Projects over \$60,000 _____

13. Diagnosis, project estimates, troubleshooting, regular work hours

Hourly Rate: _____

14. Diagnosis, project estimates, troubleshooting work hours after 5:00 PM-8:00 AM

Hourly Rate: _____

15. Diagnosis, project estimates, troubleshooting, weekend work hours

Hourly Rate: _____

16. Diagnosis, project estimates, troubleshooting, holiday work hours

Hourly Rate: _____

17. Discount given on all RETAIL parts and materials

Major Manufacturer	Discount

Use additional sheet for more manufacturers

18. One way per mile costs, per services

Vehicle required, measured from Contractor’s office/job to the requested job site, for travel in excess of 50 miles one-way (based on mapquest.com)

Mileage Rate _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ hereinafter called the PRINCIPAL, as Principal, and the _____, of _____ a Corporation duly organized under the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto Santa Fe County, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of _____ dollars (\$ _____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2013, for the **Miscellaneous Heating, Ventilation, Refrigeration, and Air Conditioning Services** for Santa Fe County.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond of bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof of in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party of perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS _____ DAY OF _____, 2013.

PRINCIPAL

(SEAL)

TITLE

WITNESS

SURETY

(SEAL)

TITLE

WITNESS

SUBCONTRACTOR LISTING

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.00.
3. The Bidder shall list the Subcontractor's Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		

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Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

(1) They are the _____ of _____ the Bidder that has submitted the attached Bid Proposal;

(2) They are fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2013.

NOTARY PUBLIC

My Commission Expires _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity Clause).

The construction Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2013.

NOTARY PUBLIC

My Commission Expires: _____

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ___ No ___
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ___ No ___

Certification -- The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that it has received a complete copy, beginning with the title page, and ending with Appendix D.

The acknowledgement of receipt should be signed and returned to the Procurement Manager. **Only Bidders that return this form by January 23, 2013 will receive copies of addenda to this IFB.**

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS: _____

DELIVERY ADDRESS: _____

By: _____
(signature)

Date: _____

Name: _____
(printed)

Title: _____

This name and address will be used for all correspondence related to the Invitation for Bids.

Maria B. Sanchez
Santa Fe County Purchasing Division
142 W. Palace Avenue
Santa Fe, NM 87501
Phone: (505) 992-9864 Fax: (505) 989-3243
E-mail: mbsanchez@santafecounty.org

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

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)

APPENDIX C**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 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 \$5M allowing me the 7% preference discount on this solicitation. 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, which 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 of the Business.

The representations made by checking the boxes constitutes a material representation by the business. Any finding that the statements are incorrect may result in denial of an award or un-award of the procurement involved.

SIGNED AND SEALED THIS _____ DAY OF _____, 2013.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

SAMPLE PRICE AGREEMENT

**SANTA FE COUNTY
PRICE AGREEMENT
MISCELLANEOUS HEATING, VENTILATION, REFRIGERATION, AND AIR
CONDITIONING SERVICES**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and _____, authorized to do business in the State of New Mexico (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. **"County"** shall mean the County of Santa Fe, New Mexico.
- B. **"Using Department or Department"** shall mean a Department, Commission or Board of Santa Fe County.
- C. **"Purchase Order"** shall mean a fully executed Purchase Order issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide Heating, Ventilation, Refrigeration, and Air Conditioning Services to the Using Department when issued a Purchase Order.
- E. **"Price"** means the fixed prices paid by the County and its departments for the Heating, Ventilation, Refrigeration, and Air Conditioning Services described on Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachments A of this Price Agreement are the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2013-0186-PW/MS.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2013-0186-PW/MS including all

Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).

E. Delivery and Billing Instructions.

1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
3. A Using Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Using Department.

F. Price. Prices listed in Attachment A for each item shall be the fixed prices and rates for the items and services.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of item(s), quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from

the date that written certification of acceptance is issued, late payment charges shall be paid on any unpaid balance due, for the items and services delivered, on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

- F. Tax Note.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four (4) years on the same prices and rates as indicated on Attachment A and so stated in this Price Agreement.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION

- A. For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least twenty

(20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.

- B. For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Using Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

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

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not

be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker’s Compensation Insurance. The Contractor shall comply with the provisions of the Worker’s Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:

Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

26. APPOINTMENT AGENT FOR SERVICE OF PROCESS:

The Contractor hereby irrevocably appoints, _____, a New Mexico business located at, _____, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the State of New Mexico.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of execution by:

SANTA FE COUNTY

Kathy Holian, Chair
Board of County Commissioners

Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

Stephen C. Ross
Santa Fe County Attorney

Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez, Director
Finance Department

Date

CONTRACTOR

Signature

Date

Print Name and Title

FEDERAL TAX I.D. NUMBER: _____