

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**

INVITATION FOR BID



**UPGRADES TO YOUTH DEVELOPMENT
PROGRAM PLUMBING FIXTURES**

IFB #2013-0197-CORR/MS

MARCH 2013

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ADVERTISEMENT FOR BIDS

INVITATION FOR BIDS

UPRADES TO YOUTH DEVELOPMENT PROGRAM PLUMBING FIXTURES

IFB #2013-0197-CORR/MS

The Santa Fe County is requesting bids for the purpose of procuring *Upgrades to Youth Development Program Plumbing Fixtures*. 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 Tuesday, March 26, 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.

PRE-BID CONFERENCE will be held on Thursday, March 14, 2013 at 3:30 PM (MDT) at the Santa Fe County Corrections Department Youth Development Program Conference Room at 4250 Airport Road, Santa Fe, New Mexico. **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
Corrections Department
Publish – March 11, 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

3. Bids shall be complete and submitted in a sealed container and be clearly marked with the words: **Sealed Bid Enclosed, Bid #2013-0197-CORR/MS, Upgrade Youth Development Program Plumbing Fixtures.**
4. 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.
5. All bids shall remain sealed until the date and time specified on page three (3) of this bid package.
6. 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. **Notification of Award:** 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.
3. **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.
4. **Applicable Taxes:** Prices offered are not to include applicable taxes. 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.
5. **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.
6. **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.
7. **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.
8. **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.

9. **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.
10. **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)
11. **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.
12. **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.
13. **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.

14. **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 Maria B. Sanchez, Procurement Specialist Senior, 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.

*

15. **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.
16. **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.**
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

22. **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.

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the services that may be required for the Upgrades to Youth Development program Plumbing Fixtures for the Santa Fe County Corrections Department. 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. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

The delivery terms and conditions described in the supplemental specifications shall apply. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the County for a late delivery of 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 any penalties as outlined above.

5. **Bid Security:** Bid security in the amount of \$1,000.00 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 the Bidder** 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.

6. **Method of Award:** This solicitation will be awarded to the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items being bid on.
7. **Insurance:** The awarded contractor will need to provide proof of insurance for the following:
 - 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 Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Non-hired vehicle insurance coverage will be required for employees, temporary employees, and subcontractor using their personal vehicle. 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 Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
 - C. **Workers' Compensation Insurance.** The Contractor shall comply with the provisions of the Workers' Compensation Act.
 - D. **Increased Limits.** If, during the life of this 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.

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SCOPE OF WORK

The Santa Fe County Youth Development Program (YDP) operates 24 hours a day 365 days a year. The equipment and materials described in the Scope of Work must be installed and be completely operational within ninety (90) days of delivery of materials. All work at the facility must be accomplished on days and at times least disruptive to YDP's security and operation.

The work includes the upgrade porcelain toilets and lavatories with stainless steel fixtures at the Santa Fe County YDP. Contractor shall provide and install 43 stainless steel toilets, 63 stainless steel lavatory basins and 10 stainless steel wall shower units. **In addition, contractor shall provide but not install spare fixtures for use at the Santa Fe County Adult Detention Facility.**

The contractor shall provide all installation labor and parts directly associated with the installation tasks. The contractor shall provide any necessary protective coverings needed to protect existing adjacent finishes. Should damages occur, the contractor shall restore all existing adjacent finishes to their original pre-existing condition.

All work area(s) shall be maintained in a neat and workmanlike manner. The contractor shall provide all clean-up for its operations and control of all construction debris. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site before the end of each work cycle. The owner's trash container for the building shall not be used for disposal of construction debris.

The Contractor shall:

- Perform all work in accordance with all applicable National and State of New Mexico Building Codes.
- Possess the appropriate licensure issued by the State Construction Industries Division to cover the type of work described above. No offer shall be submitted unless the contractor has a valid license issued by the State Construction Industries Division to bid and perform the type of work to be undertaken.
- Obtain any and all permits and/or certifications required by all appropriate regulatory agencies for the work performed and for any equipment installed.
- It is the contractor's responsibility to research permitting and regulatory requirements and obtain any and all permits, certifications or other regulatory approvals/requirements prior to installation of equipment.
- This may include, but is not limited to, any engineered systems, building codes, construction permits and product warranties or certifications. Copies of all permits must be submitted to Santa Fe County prior to start of work.
- Provide a performance and payment bond as described elsewhere in this solicitation each for 100% of the contract sum before work begins.
- Work with the County's Project Manager.

Subcontractors

The primary contractor must be wholly responsible for the entire performance whether or not subcontractors are used. Santa Fe County will make payments to only the prime contractor. Subcontractors require the same applicable licensing and insurance coverage as the primary contractor.

The contractor must not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County. If subcontractors are approved, the contractor must remain solely responsible for the performance of all duties under this agreement.

Installers

The installers must be experienced and regularly engaged in the installation of the equipment and systems specified. The Contractor must provide evidence that this requirement is met. Installers must possess experience installing such systems in correctional facilities for not less than five (5) years with satisfactory performance. A bidder must provide references and other evidence that this requirement is met. The contractor must have factory trained and certified installers available for the installation of all products provided under this agreement.

Security

Security clearances and background checks will be required by the facility for the contractor, its employees and subcontractors and must be obtained prior to commencement of any work at the facility. The contractor must keep required security clearances for workers assigned to perform the work for this project prior to their arrival on site and through the duration of the project. The County reserves the right to deny any access to employee of the Contractor who is in violation of any criteria required for the security clearance. Santa Fe County Corrections Department will obtain and maintain the security clearances.

The Corrections Department reserves the right to provide an escort and/or full time supervision of the contractor and its employees during any or all phases of the project. The Corrections Department reserves the right to escort any or all employees of the contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or well being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this agreement. Any employee of the contractor found in violation of any law, while on the Department's property, may be prosecuted. The contractor shall abide by the tool and material control requirements established by the Corrections Department.

Toilets

Provide and install forty three (43) Acorn Replace-Ware Blowout Jet Toilet (3335-W-2-ULF-FVBO-BCN) or equivalent. Toilet bowl shall be fabricated from 14 gauge, type 304 stainless steel. Construction shall be seamless welded and exposed surfaces shall have a satin finish. Toilet shall be concealed blowout jet type with elongated bowl, a self-draining flushing rim and an integral contoured seat. Toilet shall be ASME A112.19.3-2008 and CSA B45.4-2008

compliant. Toilet requires a minimum of 25 PSI flow pressure and uses a minimum water consumption of 1.28 GPF. Toilet trap shall have a minimum 3-1/2" seal that shall pass a 2-1/8" diameter ball and be fully enclosed. Contractor shall provide stainless fasteners needed.

Lavatories

Provide and install sixty three (63) Acorn Replace-Ware 18" wide Multi-Sided Lavatory with Oval Bowl (3326-1-BP-4-M-3395) or equivalent. Fixture shall be fabricated from 14 gage, type 304 stainless steel. Construction shall be seamless welded and exposed surfaces shall have a satin finish. Countertop shall have an air-circulating self-draining soap dish. Cabinet interior is sound-deadened with fire-resistant material. Contractor shall provide stainless steel fasteners needed.

Wall Showers

Provide and install ten (10) Acorn Penal-Pak-Wall Shower-Front Access (1741-FA-3-RD) or equivalent. Shower panel shall be fabricated from 14 gage, type 304 stainless steel and shall have a satin finish. Trim shall be chrome-plated brass or stainless steel. Shower valve shall be Air-Control, metering, non-hold open type. Fixture shall be furnished with necessary fasteners for proper installation. Shower head shall be vandal resistant and the spray pattern can only be changed by use of an allen wrench or other tool. Valve includes 2.5 gpm flow control and can be remotely located up to 10 feet from the operating pushbutton. Fixtures shall be furnished with necessary fasteners for proper installation and shall include a mounting frame and mounting hardware.

Diagnostic and Repair

Contractor shall provide up to 40 man-hours of diagnostic and repair services to correct hot water crossover throughout secure facility and hot water recirculation problems in the administrative wing of facility.

Incidental Material

Contractor shall provide and install all necessary incidental installation materials to complete the job. If any fixtures do not have isolation ball valves on the fixture supply line(s), they shall be provided and installed. Base bid shall assume that 30 supply isolation valves are needed. Contractor shall provide a per unit addition of water supply isolation valves in bid submittal.

Additional Equipment to be Provided but not Installed

Contractor shall also provide (but not install) eight (8) combination lav / toilet fixtures Acorn Penal-Ware fixtures or equivalent for use at the Santa Fe County Adult Detention Facility. Of these, two (2) shall be Acorn 1418-AL-1-BP-04-ULF-FVBO, two (2) shall be Acorn 1418-AR-1-BP-04-ULF-FVBO, two (2) shall be Acorn 1418-CT-1-BP-04-ULF-FVBO, Acorn 1418-AL-1-BP-04-ULF-FVBO and two (2) Acorn 1418-AR-1-BP-04-ULF-FVBO. Fixtures shall be fabricated from type 304 stainless steel. Construction shall be seamless welded and exposed

surfaces shall have a satin finish. Countertop shall have an air-circulating, self-draining soap dish. Provide Air-Control pneumatically operated pushbutton valve. Valve and bubbler conform with lead free requirements of NSF61, Section 9, 1997 and CHSC 116875. Toilets shall be concealed blowout jet type with an elongated bowl, a self-draining flushing rim, and an integral contoured seat.

Construction shall be seamless welded and exposed surfaces shall have a satin finish. Countertop shall have an air-circulating, self-draining soap dish. Provide Air-Control pneumatically operated pushbutton valve. Valve and bubbler conform with lead free requirements of NSF61, Section 9, 1997 and CHSC 116875. Toilet shall be concealed blowout jet type with an elongated bowl, a self-draining flushing rim, and an integral contoured seat.

Contractor shall also provide (but not install) ninety (90) Acorn Penal-Pak-Wall Shower-Front Access (1741-FA-3-RD) or equivalent and thirty (30) Acorn Penal-Pak-Front Access ADA Compliant (1741ADAF-03M-MA2-FH) or equivalent for use at the Santa Fe County Adult Detention Facility. Shower panels shall be fabricated from 14 gage, type 304 stainless steel and shall have a satin finish. Trim shall be chrome-plated brass or stainless steel. Shower valve shall be Air-Control, metering, non-hold open type. Shower head shall be vandal resistant and the spray pattern can only be changed by use of an allen wrench or other tool. Valve includes 2.5 gpm flow control and can be remotely located up to 10 feet from the operating pushbutton. Fixtures shall be furnished with necessary fasteners for proper installation and shall include a mounting frame and mounting hardware.

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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 perspective 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

BID PROPOSAL

SANTA FE COUNTY

**UPGRADES YOUTH DEVELOPMENT PROGRAM PLUMBING FIXTURES
IFB #2013-0197-CORR/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 Upgrade Youth Development Program Plumbing Fixtures 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 Construction 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
UPGRADE TO YOUTH DEVELOPMENT
PROGRAM PLUMBING FIXTURES**
PROJECT: **IFB #2013-0197-CORR/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. Scope of Work
- F. Non-Collusion Affidavit of Prime Contractor
- G. Certification of Non-Segregated Facilities
- H. Certification of Bidder Regarding Equal Employment Opportunity
- I. Bid Proposal
- J. Bid Form
- K. Bid Sheet
- L. Bid Bond
- M. Subcontractor Listing - \$5,000.00 threshold
- N. Acknowledgement of Receipt Form
- O. Campaign Contribution Form

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 (Completed)
- B. Bid Form (Completed)
- C. Bid Bond (Completed)
- D. Bid Sheet (Completed)
- E. Non-Collusion Affidavit of Prime Contractor (Completed and Signed)
- F. Certification of Non-Segregated Facilities(Completed and Signed)
- G. Certification of Bidder Regarding EEO (Completed and Signed)
- H. Subcontractor Listing - \$5,000.00 threshold (Completed and Signed)
- I. Campaign Contribution Form (Completed and Signed)

Respectfully submitted:

Name of Bidder:

Official Address:

By: _____
(Signature)

Title: _____

Date: _____

Telephone No. _____

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

BID SHEET

Project: **Upgrades To Youth Development Program**
Plumbing Fixtures

IFB No. **#2013-0197-CORR/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 Agreement, and examined the specifications sheet(s) for the Invitation for Bids reference #2013-0197-CORR/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
UPGRADES TO YOUTH DEVELOPMENT PROGRAM PLUMBING FIXTURES

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

Santa Fe County is requesting bids for the upgrade of plumbing fixtures at its Youth Development Program Facility and delivery of additional equipment to the Adult Detention Facility (ADF).

BASE BID

	Item Description	Unit	Qty.	Unit Price	Extension Costs
1	Acorn Replace-Ware Blowout Jet Toilet (3335-W-2-ULF-FVBO-BCN) OR Equivalent *	EA	43	\$	\$
2	Acorn Replace-Ware 18" wide Multi-Sided Lavatory with Oval Bowl (3326-1-BP-4-M-3395) OR Equivalent*	EA	63	\$	\$
3	Installation of Toilets and Wall Shower Front Access (106 Toilets and 10 Showers)	LS	1	\$	\$
4	Acorn Penal-Pak Wall Shower-Front Access (1741-FA-3-RD) OR Equivalent *	EA	10	\$	\$
5	Diagnostic and Repair Services to Correct Hot Water Crossover throughout secure facility and hot water recirculation problems in the administrative wing of facilities	EA	40	\$	\$
6	Acorn Lav/Toilet Penal-Ware Fixtures (1418-AL-1-BP-04-ULF-FVBO) OR Equivalent *	EA	2	\$	\$
7	Acorn Lav/Toilet Penal-Ware Fixture (1418-AR-1-BP-04-ULF-FVBO) OR Equivalent *	EA	2	\$	\$
8	Acorn Lav/Toilet Penal-Ware Fixture (1418-CT-1-BP-04-ULF-FVBO) OR Equivalent *	EA	2	\$	\$

9	Acorn Lav/Toilet Penal-Ware Fixture (1418-AR-1-BP-04-ULF-FVBO) OR Equivalent *	EA	2	\$	\$
10	Delivery of Eight (8) Toilets to Adult Detention Facility located at: 4312 State Highway 14 Santa Fe, NM 87508	LS	1	\$	\$
11	Ninety (90) Acorn Penal-Pak-Wall Shower-Front Access (1741-FA-3-RD) OR Equivalent*	EA	90	\$	\$
12	Acorn Penal-Pak-Front Access ADA Compliant (1741ADAF-03M-MA2-FH) OR Equivalent*	EA	30	\$	\$
13	Miscellaneous Parts and Incidentals to Complete Installation	LS	1	\$	\$
TOTAL				\$	

* **If Bidder intends to provide an EQUIVALENT, it must provide specifications to be reviewed and accepted as an EQUIVALENT.**

Base Bid (Written in Words): _____

ADD ALTERNATE

1	Installation of Bid Items 11 and 12	LS	1	\$	\$
TOTAL				\$	

Add Alternate (Written in Words): _____

Note: Bid items excludes New Mexico Gross Receipts Tax

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 Upgrade of Plumbing Fixtures at its Youth Development Program Facility 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):		

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM
UPGRADES TO PLUMBING FIXTURES AT THE YOUTH DEVELOPMENT
PROGRAM FACILITY
IFB #2013-0197-CORR/MS**

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 March 15, 2013 receive copies of addenda to this IFB.**

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS: _____

By: _____ Date: _____
 (signature)

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 AGREEMENT



AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the _____ day of _____ in the year 2013

BETWEEN the Owner:
(Name, legal status, address and other information)

Santa Fe County
102 Grant Avenue
Santa Fe, New Mexico 87504-0276

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Construction and installation of upgrades to toilets, sinks and showers at Santa Fe County Youth Development Program ("SFCYDP"). Contractor shall also provide Owner-specified toilet and sink replacement equipment for the Santa Fe Adult Detention Facility. Contractor shall also provide up to 40 man hours of diagnostic and repair services to correct hot water crossover throughout the SFCYDP and hot water recirculation problems in administrative wing of SFCYDP.

The Architect:
(Name, legal status, address and other information)

Not applicable; no architect on this project.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 OWNER
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
--------	-------	------

Specifications:

Section	Title	Pages
---------	-------	-------

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
--------	------	-------

- .4 written orders for changes in the Work issued after execution of this Agreement; and

- 5 other documents, if any, identified as follows:
 Owner Specifications for toilets, sinks and showers and Scope of Work and Services to be provided by Contractor described in Exhibit A attached hereto.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than ninety (90) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

Date of commencement shall be the date indicated in the Notice to Proceed issued by the Owner.

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$), exclusive of NM GRT.

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
-----------------	-------

§ 3.3 Unit prices, if any, are as follows:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

No alternates.

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

Contractor shall be paid every thirty (30) days or monthly. Owner shall issue payment to Contractor within twenty-one (21) days from the date Owner receives an Application for Payment from Contractor.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

1.5 % per month

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall provide a Performance Bond and a Payment Bond each for 100% of the Contract Sum. Prior to the Owner's issuance of the Notice to Proceed, the Contractor shall provide the Owner with insurance certificates evidencing the coverages described in Exhibit B attached hereto and incorporated herein.

(Row deleted)

BONDS

	Value
Performance Bond	100% of Contract Value
Payment Bond	100% of Contract Value

§ 5.2 Intentionally omitted.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 The Contractor shall provide certificates of insurance showing its respective coverages prior to commencement of the Work.

§ 5.5 Contractor waives all rights against (1) the Owner and its agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS
INTENTIONALLY OMITTED AS NOT APPLICABLE.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site (Not applicable).

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner. .

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

init.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. All work areas shall be maintained in a neat and workmanlike manner. Contractor shall provide all clean-up of its operations and control of all construction debris. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site before the end of each work cycle. The Owner's trash containers in the facility shall not be used for disposal of construction debris.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 OWNER

§ 9.1 The Owner will provide administration of the Contract as described in the Contract Documents.

§ 9.2 The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.

§ 9.5 The Owner has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from the Contractor.

§ 9.8 Interpretations and decisions of the Owner will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owner will endeavor to secure faithful performance by both Owner and Contractor, will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 Not applicable.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Owner will, within twenty-one days after receipt of the Contractor's Application for Payment, either issue payment, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner's reasons for withholding payment in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 The Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 The Owner shall not have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue final Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

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§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the laws of the State of New Mexico..

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 Security clearances and background checks will be required by the SFCYDP for the Contractor, its employees and subcontractors and must be obtained prior to commencement of any work at the SFCYDP. The Contractor must keep required security clearances for all workers assigned to perform the work for this project prior to their arrival on site and through the duration of the project. The County reserves the right to deny access to any employee of the Contractor who is in violation of any requirements of a security clearance. The County will obtain and maintain the security clearances. The County reserves the right to provide an escort and/or full time supervision of the Contractor and its employees throughout the project. The County reserves the right to escort any or all employees of the Contractor of SFCYDP property for any inappropriate conduct or actions that jeopardize the safety, security or well being of the SFCYDP. Inappropriate behavior by the Contractor, its employees or subcontractors shall immediately cancel this Contract. Any employee of the Contractor found in violation of any law while on SFCYDP property may be prosecuted. The Contractor and its employees shall abide by the tool and material control requirements established by the SFCYDP.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Santa Fe County

Katherine Miller, Manager

(Printed name, title and address)

CONTRACTOR *(Signature)*

(Printed name, title and address)

LICENSE NO.:

JURISDICTION:

Owner's Specifications for Contractor's Work and Services

A. Replace porcelain toilets and lavatories with stainless steel fixtures at the Santa Fe County Youth Development Program (SFCYDP.) Contractor shall provide and install 43 stainless steel toilets, 63 stainless steel lavatory basins and 10 stainless steel wall shower units.

1. Toilets - Provide and install forty three (43) Acorn Replace-Ware Blowout Jet Toilet (3335-W-2-ULF-FVBO-BCN) or equivalent. Toilet bowl shall be fabricated from 14 gage, type 304 stainless steel. Construction shall be seamless welded and exposed surfaces shall have a satin finish. Toilet shall be concealed blowout jet type with elongated bowl, a self-draining flushing rim and an integral contoured seat. Toilet shall be ASME A112.19.3-2008 and CSA B45.4-2008 compliant. Toilet requires a minimum of 25 PSI flow pressure and uses a minimum water consumption of 1.28 GPF. Toilet trap shall have a minimum 3-1/2" seal that shall pass a 2-1/8" diameter ball and be fully enclosed. Contractor shall provide stainless fasteners needed.
2. Lavatories - Provide and install sixty three (63) Acorn Replace-Ware 18" wide Multi-Sided Lavatory with Oval Bowl (3326-1-BP-4-M-3395) or equivalent. Fixture shall be fabricated from 14 gage, type 304 stainless steel. Construction shall be seamless welded and exposed surfaces shall have a satin finish. Countertop shall have an air-circulating self-draining soap dish. Cabinet interior is sound-deadened with fire-resistant material. Contractor shall provide stainless steel fasteners needed.
3. Wall Showers - Provide and install ten (10) Acorn Penal-Pak-Wall Shower-Front Access (1741-FA-3-RD) or equivalent. Shower panel shall be fabricated from 14 gage, type 304 stainless steel and shall have a satin finish. Trim shall be chrome-plated brass or stainless steel. Shower valve shall be Air-Control, metering, non-hold open type. Fixture shall be furnished with necessary fasteners for proper installation
4. Contractor shall provide and install all necessary incidental installation materials to complete this project. If any fixtures do not have isolation ball valves on the fixture supply line(s), they shall be provided and installed. Base bid shall assume that 30 supply isolation valves are needed. Contractor shall provide a per unit addition of water supply isolation valves in bid submittal.

B. Provide and deliver the following Spare Equipment to the Santa Fe County Adult Detention Facility:

1. Eight (8) combination lav/ toilet fixtures Acorn Penal-Ware fixtures. Of these, two (2) shall be Acorn 1418-AL-1-BP-04-ULF-FVBO, two (2) shall be Acorn 1418-AR-1-BP-04-ULF-FVBO, two (2) shall be Acorn 1418-CT-1-BP-04-ULF-FVBO, Acorn 1418-AL-1-BP-04-ULF-FVBO and one (1) Acorn 1418-AR-1-BP-04-ULF-FVBO. Fixtures shall be fabricated from type 304 stainless steel. Construction shall be seamless welded and exposed surfaces shall have a satin finish. Countertop shall have an air-circulating, self-draining soap dish. Provide Air-Control pneumatically operated pushbutton valve. Valve and bubbler conform with lead free requirements of NSF61, Section 9, 1997 and CHSC 116875. Toilet shall be concealed blowout jet type with an elongated bowl, a self-draining flushing rim, and an integral contoured seat.

C. Provide up to 40 man-hours of diagnostic and repair services to correct hot water crossover throughout secure facility and hot water recirculation problems in administrative wing of the SFCYDP facility.

- D. Contractor shall provide all installation labor and parts directly associated with the installation tasks.
- E. Contractor shall provide any necessary protective coverings needed to protect existing adjacent finishes. Should damages occur, the contractor shall restore all existing adjacent finishes to their original pre-existing condition.
- F. All work and services shall be completed in accordance with all applicable National and State of New Mexico Building Codes. Contractor and all of Contractor's employees shall possess the appropriate licensure issued by the State Construction Industries Division to cover the type of work performed.
- G. Contractor shall obtain any and all permits and/or certifications required by all appropriate regulatory agencies for the work performed and for any equipment installed. Contractor is responsible for researching all permitting and regulatory requirements and obtaining any and all permits, certifications or other regulatory approvals/requirements prior to installation of equipment. This may include, but is not limited to, any engineered systems, building codes, construction permits and product warranties or certifications. Copies of all permits shall be submitted to the Owner prior to commencement of work.

REQUIRED INSURANCE COVERAGE

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. Liability (including Umbrella) Insurance and Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability (including Umbrella liability) and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Non-hired vehicle insurance coverage will be required for employees, temporary employees, and subcontractor using their personal vehicle. 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 Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this 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.