

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**

INVITATION FOR BID



IFB # 2017-0118-PW/MM

**CONSTRUCTION SERVICES
FOR THE POJOAQUE VALLEY RECREATION
COMPLEX IMPROVEMENTS
PHASE II**

SEPTEMBER 2016

SANTA FE COUNTY

Table of Contents

BIDDING DOCUMENTS

Advertisement for Bid3

Instructions for Bidders4

Bid Proposal15

Bid Form17

Bid Sheets.....19

Non-Collusion Affidavit of Prime Bidder.....20

Non-Collusion Affidavit of Subcontractor.....21

Certificate of Non-Segregated Facilities23

Certification of Bidder Regarding Equal Employment Opportunity24

Certification of Subcontractor Regarding Equal Employment Opportunity.....25

Bid Bond26

Performance Bond.....27

Labor and Material Payment Bond29

Subcontractor Listing31

APPENDICES

A. Acknowledgement of Receipt of Invitation to Bid Form35

B. Campaign Contribution Disclosure Form.....36

C. Resident Veterans Preference Certification.....39

D. N.M. Wage Determination41

E. Sample Construction Agreement45

ADVERTISEMENT

**SANTA FE COUNTY
IFB# 2017-0118-PW/MM
CONSTRUCTION SERVICES FOR THE
POJOAQUE VALLEY RECREATION COMPLEX -
PHASE 2**

The Santa Fe County Public Works Department is requesting bids from licensed and certified construction companies for the Pojoaque Valley Recreation Complex – Phase 2 to include parking lot expansion, grading and drainage, site furnishings, irrigation, planting, signage, demolition, fencing and access control. 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 must 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 on Wednesday, October 26, 2016 at the Santa Fe County Purchasing Division, located at 142 W. Palace Avenue, (2nd floor Bokum Building), Santa Fe, N.M. 87501.** By submitting a bid for the requested materials and/or services each firm is certifying that its bid is in compliance with regulations and requirements stated within the IFB package.

A Pre-Bid Conference & Site Visit will be held on Tuesday, October 11, 2016 at 2:00 PM at the Projects, Facilities & Open Space Division located at 901 W. Alameda, Suite 20-C, Santa Fe, N.M. 87501. Attendance at the Pre-Bid Conference & Site Visit is *MANDATORY*.

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

Information on obtaining the Invitation for Bid packages is available by contacting Maricela Martinez, Santa Fe County, by telephone at (505) 992-9864 or by email at mcmartinez@santafecountynm.gov or by accessing the Santa Fe County website at http://www.santafecountynm.gov/asd/current_current_bid.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE ACCEPTED.

Santa Fe County Public Works Department
Publish: October 2 & 3, 2016

INSTRUCTIONS FOR BIDDERS

Bids are requested by licensed and certified construction companies for the Phase II Improvements at the Pojoaque Valley Recreation Complex.

LOCATION AND DESCRIPTION OF WORK: The Pojoaque Valley Recreation Complex is a 11.05 acre area of public land along the Rio Tesuque off Oweenge Road (County Road 84) within Santa Fe County. It is an existing community park with two sports fields (one synthetic turf multi-purpose field and one grass softball field) with sports field lighting, a restroom/concessions building, utility building, storage building, and a parking area.

Phase II improvements consist of expanding the parking area to add approximately 100 additional parking spaces, improving site drainage, providing additional perimeter site access control (extend / repair fences), adding picnic amenities (tables, trash receptacles), planting trees for shade and fruit, and providing irrigation to planted areas. Site improvements provide more clearly defined vehicular and pedestrian access areas. Maintenance access is provided to the enclosed maintenance yard and at key locations to the park.

Additive Alternate 1

Add parallel parking area along County Road 84 and install new fence and gates along street frontage (see L2-01). Scope of work includes: remove existing fence, salvage gates, remove existing cottonwood trees, and clear and grub area (see L1-01). Install base course parking area with parking bumpers; extend base course between new parking area and edge of roadway; match grades at road edge and drain toward swale on park site. Install new fence, gates and crusher fines surfacing.

Base bid assumes no improvements in this area.

Additive Alternate 2

Add restoration planting and drip irrigation along bank of Rio Tesuque (see L4-02, L4-03, IR2-02).

Base bid assumes demolition, grading, and extending post and cable fence along berm to edge of property.

The bids shall be in the form of unit pricing as per items listed on the bid sheets.

The bid shall include all permits, fees, tie-in fees for all utilities, overhead and profit and incidental costs in the bid amounts. All applicable taxes shall not be included in the bid amounts.

All applicable laws and ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contractor and all agreements between the contractor and the County.

1. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** This information will be found in the "Advertisement for Bids", page 3 of this IFB. A bid received after the specified time will not be considered and will be returned to the bidder unopened.
2. **SPECIFICATIONS:** The construction/addition of the project will be in accordance with the specifications and drawings provided by the County, which are included in this bid package.
3. **CONTRACT TIME:** The number of days for the completion of work (the contract time) is 90 calendar days to Substantial Completion with another 30 calendar days to Final Acceptance. "Calendar days" are defined as consecutive days.
4. **COPIES OF BIDDING DOCUMENTS:** Bid Documents are available by contacting Maricela Martinez, Santa Fe County, by telephone at (505) 992-9864 or by email at mcmartinez@santafecountynm.gov, or by visiting our website at www.santafecountynm.gov/asd/current_bid_solicitations.

Bidders shall use complete sets of Bidding Documents in preparing bids; the owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

No license or grant of use of the Bidding Documents is conferred by issuance of copies of the bidding documents.

5. **Pre-Proposal Conference:** A Pre-Bid Conference will be held on **Tuesday, October 11, 2016 at 2:00 PM** at the Projects, Facilities & Open Space Division located at 901 W. Alameda, Suite 20-C, Santa Fe, N.M. 87501. Attendance at the pre-proposal conference is **MANDATORY**.
6. **BIDDER'S REPRESENTATION:** By submitting a bid the bidder represents that: a) the bidder has read and understands the Bid Documents and Contract Documents; b) the bid is made in compliance with the Bid Documents and Contract Documents; c) The bidder has visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents; d) the bidder has familiarized itself with federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and e) the bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the County shall rely on these representations.
7. **INTERPRETATIONS/ADDENDA:** All questions about the meaning or intent of the contract documents shall be submitted to the Procurement Manager in writing.

Replies will be issued by written addenda mailed or delivered to all parties recorded by the printer, as having received the bidding documents at least five (5) calendar days before the scheduled bid opening date. Questions received less than seven (7) calendar

days prior to the date for opening of bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Written questions or inquiries in relation to the Invitation for Bid will be directed to:

Maricela Martinez, Procurement Specialist Senior
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, NM 87501
Ph. (505) 992-9864
Fax (505) 989-3243

Email – mcmartinez@santafecountynm.gov

Addenda will be transmitted to all bidders that are listed on the Bid Holder's List at the printer(s) who have received a complete set of Bid Documents.

Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose. Each addendum shall be part of the contract documents as specified in the written contract, attached to these specifications, (see Appendix E).

Addenda will be issued no later than five (5) working days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda and the bidder shall acknowledge receipt in the bid.

9. PREFERENCES IN PROCUREMENT:

New Mexico In-state Preference.

A. New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident contractor**”. Application of a resident contractor preference requires the bidder to provide a copy of a valid and current certificate as a resident contractor. Certificates are issued by the state taxation and revenue department.

If a bidder submits with its bid a copy of a valid and current in-state resident contractor certificate, the bidder's bid will be deemed to be 5% lower than the bid actually submitted.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of 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 contractor**”. Certification by the department of taxation and revenue for the resident veteran contractor requires the bidder to provide evidence of annual revenue and other evidence of veteran status.

A bidder who wants the veteran contractor preference to be applied to its bid is required to submit with its bid the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

If a bidder submits with its bid a copy of a valid and current veteran resident contractor certificate, the bidder’s bid will be deemed to be 10%, 8% or 7% lower than the bid actually received, depending on the business’ annual revenue.

The in-state resident contractor preference is not cumulative with the resident veteran contractor preference.

The in-state and veteran preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

Additional information about obtaining the certificate as a resident contractor and resident veteran contractor may be found at:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>.

10. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:** The contractor shall be required to fully comply with the Subcontractors Fair Practices Act, NMSA 1978, 13-4-31 to 13-4-42.
 - A. The contractor, in the bid documents, must identify in writing to the County those portions of the work that it proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the County's written consent.
 - B. Any subcontractor who will be providing more than \$5,000 or one-half of one percent of the architect’s or engineer’s estimate of the total project cost (not including alternates) whichever is greater for any service, must be listed on the Subcontractor Listing. The subcontractor listing threshold for this IFB is \$5,000.
11. **SUBSTITUTIONS:** The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of bids.
12. **WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT:** The contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17.

If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an addendum.

A contractor or subcontractors who submit a bid valued at more than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act must be registered with the New Mexico Workforce Solutions at the time of the bid opening. The registration number shall be provided in the bid submitted by the contractor in the space provided for subcontracts with work proposed. After the bid opening, the registration numbers will be verified by the County and the bid will be determined to be non-responsive and disqualified if the registration numbers are *“inactive”* and the contractor does not provide proof of the required registration for itself or its subcontractors for work proposed over sixty thousand dollars (\$60,000).

For a public works contract whose value is \$60,000 or more, the NM Public Works Minimum Wage Act, 13-4-11 NMSA 1978, also requires all tiers of subcontractors to submit certified weekly payroll records to the general contractor and the County biweekly. If this provision applies, the contractor shall, and shall require all tiers of subcontractors, to submit certified weekly payroll records to the contractor and the County’s Project Manager for this project.

13. BID FORM:

- A. The bid forms are included in the bidding documents; additional copies may be obtained from the Santa Fe County Purchasing Division.
- B. Bid forms must be completed in either ink or typewritten. The bid price of each item on the form must be stated in numerals and written words; in case of an error in extensions in the unit price schedule the unit price shown in written words shall govern.
- C. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, their title must appear under their signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the bid form).

14. BID SECURITY: Each individual bid shall be accompanied by bid security equal to 5% of the amount of the bid. Such bid security shall be in the form of a certified or cashier’s check made payable to the County or a surety bond issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department.

By submitting the bid and providing the bid security, the bidder pledges to enter into a binding contract with the County and will furnish bonds covering the faithful performance of the contract and payment of all obligations arising hereunder.

The County will have the right to retain the bid security of bidders to whom an award is being considered until either the contract has been executed and bonds, if required, have been furnished or the specified time has elapsed so that bids may be withdrawn or all bids have been rejected.

15. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
16. **QUALIFICATION OF BIDS:** All contractors and subcontractors must have a valid New Mexico license appropriate to the work herein specified. Contractors to submit a brief company history and at least three references with contact information (name, company/affiliation, telephone number, email).
17. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the “Advertisement for Bids” on page 3 of this IFB and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

Maricela Martinez, Procurement Specialist, Senior
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, NM 87501

18. **MODIFICATION AND WITHDRAWAL OF BIDS:** A bid may not be modified, withdrawn or canceled by the bidder following the time and date designated for the receipt of bids, and each bidder so agrees to these conditions by submitting a bid.

Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the County at the address designated for receipt of bids. Such notice shall be in writing and signed by the bidder.

Upon receipt such written confirmation shall be date and time stamped by the County on or before the date and time set for receipt of bids. A modification of a bid shall be worded as not to reveal the amount of the original bid.

19. **GROSS RECEIPTS TAXES:** The amount of the bid shall exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The applicable gross receipts tax or applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.

20. **CONSIDERATION OF BIDS:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the base bids and alternates or bid items, if any, will be made available to the bidders. Each bid shall be open to public inspection.
21. **BID OPENING PROCEDURE:** The person or persons opening the bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive bidder and the bid amount(s). If any requirements have not been met, the bid shall be deemed non-responsive and disqualified. Each bid shall be reviewed for the following:
- A. Bid Proposal – Include name of bidder, type of organization, contractor’s license number and DOL registration number and all required signatures.
 - B. Bid Form- Include acknowledgement of all addenda, if applicable, bidder’s name, title, address, telephone number, contractor’s license number and type, United States Treasury number, resident preference certificate, if applicable, and all required signatures.
 - C. Bid Sheet-Include best price offered, excluding GRT.
 - D. Non-Collusion Affidavit for Prime Bidder Form-Include all required notarized signatures.
 - E. Certification of Non-Segregated Facilities Form-Include all required notarized signatures.
 - F. Certification of Bidder Regarding Equal Employment Opportunity Form-Include all required signatures.
 - G. Bid Bond- Shall be in the form of a certified or cashier’s check made payable to the County or a surety bond issued by a surety.
 - H. Subcontractor’s Listing Form-List of all subcontractors performing work over \$5,000.00, include name, address, telephone number, license number and **active** NM Department of Workforce Solutions Registration Number.
 - I. Campaign Contribution Disclosure Form-Include all required signatures.
 - J. Valid certificate of resident business or resident contractor.
 - K. Brief company history and at least three references with contact information (name, company/affiliation, telephone number, email).

IF ANY OF THESE REQUIREMENTS HAVE NOT BEEN MET, THE BID MAY BE DISQUALIFIED AND CONSIDERED NON-RESPONSIVE.

22. **BIDS TO REMAIN OPEN:** All bids shall remain open for ninety (90) days after the day of the bid opening.
23. **AWARD OF CONTRACT:**
- A. The County reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter proposals.
 - B. If a contract is to be awarded, it will be awarded to the lowest responsible bidder submitting a bid that is either: (i) the lowest base bid; or (ii) the lowest bid

- including the base bid and the alternate(s); or (iii) the lowest bid including the base bid and any combination of the alternates.
- C. If the lowest responsible bidder has otherwise qualified, the lowest bidder may negotiate with the County for a lower bid if the lowest bid is within **ten percent** over budgeted project funds in order to prevent all bids from being rejected. No change in the original scope and/or terms and conditions will be allowed. Negotiations may be permitted with product, materials, and equipment alternatives as determined to be in the best interest of the County.
- D. Alternates may be accepted and awarded in any manner or order based on available budget. The County reserves the right not to award any particular alternate.
24. **LIQUIDATED DAMAGES:** Liquidated damages in the amount of three hundred dollars (\$300.00) per each working day shall be assessed after the completion date (as adjusted by change orders) until the issuance of a Certificate of Substantial Completion for the entire project.
25. **PREFERENCES IN EQUIPMENT AND MATERIAL:** In the construction of this project, the County has no preference for any process, type of equipment, or kind of material, but will consider all processes, types of equipment or kinds of material offered on a usual competitive basis if they are in fact equal to that specified and will accomplish the purpose intended. The County reserves the right to be the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact equal to that specified.
26. **LICENSE OR ROYALTY FEES:** Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
27. **PERMITS:** It is the responsibility of the contractor and each subcontractor to obtain permits and inspections required by the County and/or the State of New Mexico or any other entity that may have jurisdiction over the construction.
28. **COLLUSION:** No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
29. **QUANTITIES:** The quantities set forth in the bid proposal are estimated quantities on which bids will be compared and which will be the basis for award of contract. The bidder shall inform the Procurement Manager if any quantity errors or elements not listed in the bid sheets are found. Payment will be made for work actually performed.
30. **PROTEST PROCEDURE:** Any bidder who is aggrieved in connection with procurement may protest to the County Purchasing Manager as set forth in Resolution No. 2006-60 by the Board of County Commissioners. A copy of Resolution No. 2006-60 is available upon request. The protest must be in writing and be submitted within fifteen (15) days after the facts or occurrences. The complete procedures and requirements regarding

protests and resolution of protests are available from the Santa Fe County Purchasing Division upon request.

31. **CONTRACTOR'S QUALIFICATION STATEMENT:** A bidder to whom award of a contract is under consideration shall submit, upon request, information and data to prove that its financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents.
32. **BOND REQUIREMENTS – PERFORMANCE BOND AND PAYMENT BOND:** If awarded the contract, a bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The amount of the bonds, performance and payment, shall each be equal to 100% of the contract sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.
33. **TIME OF DELIVERY AND FORM OF BONDS.** The bidder shall deliver the required bonds to the County no later than seven (7) days following the date of execution of the contract. If the Work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished and delivered in accordance with this section.

The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
34. **WARRANTY:** The contractor shall furnish a written warranty of workmanship to the Procurement Manager for a period of one (1) year following the completion date in addition to all other warranties required by the Contract Documents.
35. **NOTICE OF AWARD:** A written Notice of Award shall be issued by the County after review and approval of the bid and related documents.
36. **IDENTICAL BIDS:** If two or more identical low bids are received, the County will apply the process described at Section 13-1-110 NMSA 1978, of the State Procurement Code.
37. **CANCELLATION OF AWARD:** When in the best interest of the public, the County may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the County.
38. **NOTICE TO PROCEED:** The County will issue a written Notice to Proceed and a purchase order to the contractor stipulating the date from which contract time will be charged and the date contract time is to expire.
39. **FAILURE TO EXECUTE CONTRACT:** Failure to return the signed contract with acceptable contract bonds and certificate of insurance within ten (10) calendar days after

the date of the Notice of Award shall be just cause for the cancellation of the award. The award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the owner may decide.

40. **INSURANCE REQUIREMENTS:** At a minimum upon execution of the Agreement between the County and the contractor, the contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County as an additional insured for the insurance coverage as specified in the contract and the exhibit to the contract.
41. **CLARIFICATION OF NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR, AND CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY:** The general contractor is not required to present completed “Non-Collusion Affidavit of Subcontractor” and “Certification of Subcontractor Regarding Equal Employment Opportunity” forms from their subcontractors at the time of bid submittal; however, once the contract is awarded, the general contractor is responsible for providing these forms along with the bonds and certificate of insurance.
42. **SUBCONTRACTOR PERFORMANCE AND PAYMENT BOND.** A subcontractor whose work to be performed on a public works building project is one hundred thousand twenty five dollars (\$125,000) or more shall submit a performance and payment bond in the amount of the work they are to perform on the project. These bonds will be submitted within the stated (10) calendar days after the date of the Notice to Award.
43. **OPERATIONS AND MAINTENANCE MANUALS:** At the completion of the project but prior to the Substantial Completion certificate approved by the engineer, the contractor shall submit to the architect two (2) copies of a three ring binder with all maintenance and operations instructions for all systems and items within this phase of construction, if applicable.
44. **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick backs.
45. **SUFFICIENT APPROPRIATION:** Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
46. **NUMBER OF BIDS ACCEPTED.** Bidders shall submit only one (1) bid in response to this IFB.
47. **DOUBLE-SIDED DOCUMENTS.** All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...”all documents are to

be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County”.

48. LIVING WAGE: Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage) as amended by 2014-5.

BID PROPOSAL

IFB# 2017-0118-PW/MM

**Construction Services for the Pojoaque Valley Recreation Complex Improvements
Phase II**

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 construction of the Pojoaque Valley Recreation Complex Improvements Phase I located in Santa Fe County, New Mexico.

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 specifications, 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, 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.

The undersigned proposes to guarantee all work performed under these plans, specifications and contract for one year after acceptance by the County and repair and maintain same until the date of acceptance by Santa Fe County.

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

New Mexico Contractor's License No.

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

**SANTA FE COUNTY
BID FORM**

FROM: _____

_____ hereinafter called "Bidder".

TO: Santa Fe County
142 West Palace Avenue
Santa Fe, New Mexico 87501

hereinafter called "CONTRACTING AGENCY",

BID FOR: IFB# 2017-0118-PW/MM
PROJECT: Construction Services for the Pojoaque Valley Recreation Complex Improvements Phase II

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. Instructions for Bidders
- C. Bid Proposal and other required bid forms as listed herein
- D. Form of Agreement
- E. Form of Performance Bond
- F. Form of Labor and Material Payment Bond
- G. Technical Specifications
- H. Qualifications
- I. All information provided in the Specifications and Drawings

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the construction of the Pojoaque Valley Recreation Complex Improvements Phase II, 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.

In submitting this bid, the Bidder understands that the right is reserved by Santa Fe County to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that Santa Fe County intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form within ten (10) days after the agreement is presented to it for signature.

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 bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

The Bidder agrees to commence work under this Contract within fifteen (15) days after, a date to be specified in a written "Notice to Proceed" from Santa Fe County or its authorized agents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

This Bid Proposal contains the following:

- A. Bid Proposal
- B. Bid Form
- C. Bid Sheets
- D. Non-Collusion Affidavit for Prime Bidder
- E. Certification of Non-segregated Facilities
- F. Certification of Bidder Regarding Equal Employment Opportunity
- G. Bid Bond
- H. Subcontractors Listing (as included in this packet)
- I. Campaign Contribution Disclosure Form
- J. Preference Certificate(s)
- K. Qualifications / References

Failure to include any of the above listed documents in the bid submittal may be considered sufficient grounds for disqualification of the bidder and rejection of its bid.

Respectfully submitted:

Name of Bidder:

Official Address:

By: _____
(Signature)

Title: _____

Date: _____

NM Contractor License Number(s): _____

Telephone No.: _____

United States Treasury Number: _____

Email Address: _____

Resident Preference Number: _____

POJOAQUE VALLEY RECREATION COMPLEX | PHASE 2 IMPROVEMENTS - BID FORM

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT COST	EXTENDED PRICE
1	Existing ADA Parking Area Selective Demolition	LS	1		
2	Cottonwood Tree Removal / Chipping	EA	3		
3	Invasive Vegetation / Slash Pile Removal	LS	1		
4	Remove Dugouts	LS	1		
5	Remove / Salvage Fence / Gates	LF	380		
6	Remove Electrical Pedestal and Posts	LS	1		
7	Clear and Grub	AC	4		
8	Unclassified Excavation	CY	2600		
9	Borrow	CY	0		
10	Subgrade Preparation, 12"	SY	3,985		
11	6" Base Course	SY	3,855		
12	Concrete Paving, 6" reinforced	SY	125		
13	Sidewalk, 4"	SY	60		
14	Concrete Parking Bumper, 6'	EA	139		
15	Relocate Salvaged Parking Bumpers	EA	30		
17	Concrete Valley Gutter	LF	30		
18	Steel Post and Base Post for Aluminum Panel Signs	LF	60		
19	Aluminum Panel Sign (12"x24")	EA	6		
20	Striping	LF	350		
21	Striping, ADA Symbol	EA	6		
22	Fencing, Vine Trellis	LF	295		
23	Fencing, Post and Cable	LF	775		
24	Fencing, Wood with Metal Posts 8' tall	LF	190		
25	Fencing, Wood, 8' tall (Repair / Reconstruction)	LF	405		
26	Fencing, Chain Link Repairs and Dugout Poles	LS	1		
27	Gate, Steel Pipe 12' wide single leaf	EA	2		
28	Gate, Wood on Steel Frame 8' tall, 12' wide double leaf	EA	1		
29	Gate, Wood, 8' tall, 4' wide single leaf	EA	1		
30	Bollard, Fixed	EA	32		
31	Crusher Fines Paving, 4" depth	SF	17,000		
32	Cobble, 12" depth	SF	45		
33	Culvert Pipe, CSP 18" diameter	LF	40		
34	Flagpole, 30'	EA	1		
35	Picnic Table Set, 8' long, steel	EA	6		
36	Picnic Table Set - Accessible, 8' long, steel	EA	2		
37	Bike Loops	EA	4		
38	Trash / Recycling Receptacle w/ Lid	EA	8		
39	Trash / Recycling Lid	EA	5		
40	Dugout Rack	EA	5		
41	Cleat Cleaner	EA	3		
42	Trail Sign and Post	EA	1		
43	Trail Marker	EA	6		
44	Knox Box	EA	2		
45	Trees - Large Deciduous (3"- 3 1/2" caliper)	EA	37		
46	Trees - Medium Deciduous (2 1/2"- 3" caliper)	EA	4		
47	Trees - Small Deciduous (1 1/2"- 2" caliper)	EA	43		
48	Shrubs (5 gal.)	EA	117		
49	Perennials / Vines (1 gal.)	EA	28		
50	Soil Improvements (Trees)	EA	84		
51	Soil Improvements (Shrubs + Perennials)	EA	145		
52	Native Grass Reseeding (drillseed w/ fertilizer, non-irrigated)	SF	31,000		
53	Quick Coupler Valve Assembly	EA	6		
54	Gate Valve Assembly - 1.5"	EA	2		
55	Gate Valve Assembly - 3"	EA	3		
56	Class 200 PVC Lateral - 1"	LF	4,330		
57	Class 200 PVC Mainline - 1-1/2"	LF	535		
58	Class 200RT PVC Mainline - 3"	LF	620		
59	Class 160 PVC Sleeve 2"	LF	235		
60	Class 160 PVC Sleeve 4"	LF	25		
61	Class 160 PVC Sleeve 6"	LF	10		
62	Drain Valve Assembly - 3/4"	EA	4		
63	14 AWG Wire	LF	13,615		
64	12 AWG Wire	LF	3,220		
65	Drip Valve Assembly	EA	11		

POJOAQUE VALLEY RECREATION COMPLEX | PHASE 2 IMPROVEMENTS - BID FORM Continued

66	Drip Blowout Assembly	EA	19		
67	Dripline Inline Tubing - Shrubs	LF	1,200		
68	Dripline Inline Tubing Connection Assembly	EA	27		
69	Dripline Inline Tubing Rings Assembly - Trees	EA	84		
70	Rain Sensor Assembly	EA	1		
71	Submeter Assembly	EA	2		
72	Electric Control Valve	EA	2		
73	Yard Hydrant	EA	2		
74	Water Meter - 2"	EA	1		
75	SWPPP Management	LS	1		
76	Construction Staking / Survey	LS	1		
77	Electrical Allowance	ALLOW	1		
78	Graphics Allowance	ALLOW	1		
79	Mobilization	LS	1		
80	Testing	LS	1		
Total Base Bid Items 1-80					
Total Base Bid Items 1-80 (in written words)					

ALL BID ITEMS ARE EXCLUSIVE OF NM GROSS RECEIPTS TAX

ADDITIVE ALTERNATE 1

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT COST	EXTENDED PRICE
A1	Remove Chainlink Fence, Vehicular Gate and Pedestrian Gate	LF	350		
A2	Concrete Parking Bumper	EA	31		
A3	Ranch Fence	LF	340		
A4	Ranch Fence Vehicular Gate	EA	1		
A5	Ranch Fence Pedestrian Gate	EA	1		
A6	Crusher Fines Paving, 4" depth	SF	1,250		
A7	Cottonwood Tree Removal / Chipping	EA	3		
A8	Grading	SF	2,620		
A9	Subgrade Preparation, 12"	SY	225		
A10	6" Base Course	SY	225		
A11	Native Grass Reseeding (hydroseed w/ fertilizer, non-irrigated)	SF	1,125		
Total Add Alt 1 Bid Items 1-11					
Total Add Alt 1 Bid Items 1-11 (in written words)					

ALL BID ITEMS ARE EXCLUSIVE OF NM GROSS RECEIPTS TAX

ADDITIVE ALTERNATE 2

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT COST	EXTENDED PRICE
B1	Willow Pole Planting	EA	1,440		
B2	Cottonwood Pole Planting	EA	32		
B3	Riparian Perennial, 5 gal.	EA	42		
B4	Riparian Perennial, 1 gal.	EA	84		
B5	Class 200 PVC Lateral - 1"	LF	350		
B6	Drip Blowout Assembly	EACH	2		
B7	Dripline Inline Tubing - Shrubs	LF	3,500		
B8	Dripline Inline Tubing Connection Assembly	EA	10		
Add Alt 2 Total Bid Items 1-8					
Total Add Alt 2 Bid Items 1-8 (in written words)					

ALL BID ITEMS ARE EXCLUSIVE OF NM GROSS RECEIPTS TAX

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 _____ 2016.

NOTARY PUBLIC

My Commission Expires _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

- (1) It is the _____ of _____, hereinafter referred to as the "Subcontractor".
- (2) It is fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____.
- (3) Such Subcontractors proposal is genuine and is not a collusive or sham proposal.
- (4) Neither the Subcontractor 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 Subcontractor's proposal 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 _____ 2016.

Notary Public

My Commission Expires: _____

SUBCONTRACTS

- A. The contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until it has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from Santa Fe County.
- B. No proposed subcontractor shall be disapproved by Santa Fe County except for cause.
- C. The contractor shall be as fully responsible to Santa Fe County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by them.

- D. The contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the improvements embraced.
- E. Nothing contained in the contract shall create any contractual relation between any subcontractor and Santa Fe County.

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 facility at any of its establishments, and that it does not permit its employees to perform their services at any location, under its 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 it will retain such certifications in its files.

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016.

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

**CERTIFICATION OF SUBCONTRACTOR 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 SUBCONTRACTOR

Subcontractor's Name: _____

Address: _____

1. Subcontractor 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 BOND

A. KNOW ALL MEN BY THESE PRESENT, 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 _____, 2016, for the Construction Services for the Pojoaque Valley Recreation Complex Improvements Phase II.

B. 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.

C. SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

BIDDER

(SEAL)

By: _____
PRINCIPAL

WITNESS

By: _____
SURETY

WITNESS

Title: _____

PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL hereinafter called the "CONTRACTOR" and _____, as SURETY hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of _____ (\$_____) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2016, with the COUNTY for the Construction Services for the Pojoaque Valley Recreation Complex Improvements Phase II, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
 - (1) Complete the Contract in accordance with its terms and conditions, or
 - (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____
_____ as PRINCIPAL hereinafter called the “PRINCIPAL and
_____ as SURETY hereinafter called the “SURETY”, are held and
firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE
hereinafter called the “COUNTY”, for the use and benefit of any claimants as herein below defined, in
the amount of _____(\$.) dollars for the payment whereof
PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated _____, 2016, with the
COUNTY for the Construction Services for the Pojoaque Valley Recreation Complex Improvements
Phase II, which must be constructed in accordance with drawings and specifications which contract is
referenced and made a part hereof, and is hereinafter referred to as the “Contract.”

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used or
reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a
subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for
use in the performance of the Contract, labor and material being construed to include but not
be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or
rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the
COUNTY that every claimant as herein defined, who has not been paid in full before the
expiration of a period of ninety (90) days after the date on which the last of such claimant’s
work or labor was done or performed, or materials were furnished by such claimant,
prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and
have execution thereof. The COUNTY shall not be liable for payment of any cost or
expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL,
shall have written notice in the form of an sworn statement to the COUNTY and any
one or both of the following: the PRINCIPAL or SURETY above named, within
ninety (90) days after such said claim is made or suit filed, stating with substantial
accuracy the amount claimed and the name of the party to whom the materials were
furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail,
postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or
SURETY, at any place where an office is regularly maintained by said COUNTY,
PRINCIPAL or SURETY for the transaction of business, or served in any manner in
which legal process may be served in the State in which the aforesaid project is
located, save that such service need not be made by a public officer.

- 4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
- 5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY’S Authorized New Mexico Agent

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.
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. The awarded contractor will be required to provide signatures for all subcontractors listed on the subcontractor listing form.
4. For **all trades** that are listed **“only one bid received”** or **“no bid received”** the Contractor must list the names and telephone numbers of all businesses contacted for a quote.

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):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
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):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		

SUBCONTRACTOR LISTING

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):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.			
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):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.			
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):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.			

SUBCONTRACTOR LISTING

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):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.			
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):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.			
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):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.			

SUBCONTRACTOR LISTING

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):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.			
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):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.			
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):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.			

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM
IFB# 2017-0118-PW/MM
Construction Services for the Pojoaque Valley Recreation Complex Improvements
Phase II

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 the contractual documents. Completed forms must be submitted to Maricela Martinez no later than October 11, 2016 to receive any addenda for this solicitation.

Only Bidders that return this form in a timely manner will receive copies of addenda to this IFB.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS: _____

DELIVERY ADDRESS: _____

By: _____ Date: _____
(Signature)

Name: _____
(Printed)

Title: _____

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

Maricela Martinez
Santa Fe County
Purchasing Division
142 W. Palace Avenue
Santa Fe, NM 87504
Phone: (505) 992-9864 Fax: (505) 989-3243
E-mail: mcmartinez@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

N.M. WAGE DETERMINATION



STATE OF NEW MEXICO
 NEW MEXICO DEPARTMENT OF
 WORKFORCE SOLUTIONS
 Labor Relations Division
 121 Tijeras Ave NE, Suite 3000
 Albuquerque, NM 87102
www.dws.state.nm.us

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to pay Prevailing Wages for each Contractor to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) is sent to the Contracting Agency.

Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).



STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

- Make certain the Public Works Apprenticeship and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprenticeship and Training Fund.

Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2016

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.32	8.04
Carpenter/Lather	23.40	9.02
Cement Mason	17.11	6.32
Ironworker	26.50	14.32
Painter (Brush/Roller/Spray)	16.00	5.58
Electricians (outside)		
Groundman	21.28	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
Operators		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.

APPENDIX E

SAMPLE CONSTRUCTION AGREEMENT