

County of Otero Purchasing
1101 New York Ave., Room 118
Alamogordo, NM 88310
(575) 434-0710
FAX (575) 443-2914



Sealed Bid# 15-016 Plaza Building
Re-Model
Bid Deadline: Thursday, November 20, 2014,
At 3:00
For Otero County
Procurement Agent Ginger Herndon

INVITATION FOR BIDS

THE COUNTY OF OTERO IS REQUESTING COMPETITIVE SEALED BIDS FOR THE FOLLOWING GOODS OR SERVICES:

TITLE: PLAZA BUILDING RE-MODEL
BID NO.: 15-016
OPEN: THURSDAY NOVEMBER, 20, 2014 AT 3:00 P.M. (local time)

FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT
PHONE: (575) 434-0710 EMAIL: gherndon@co.otero.nm.us

THE OFFICE OF THE PURCHASING AGENT, COUNTY OF OTERO WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

VIA MAIL
OTERO COUNTY PURCHASING
1101 NEW YORK AVE. ROOM 118
ALAMOGORDO, NM 88310

HAND CARRIED
OFFICE OF THE PURCHASING AGENT
1101 NEW YORK AVE., ROOM 118
ALAMOGORDO, NM 88310

ANY BIDS RECEIVED AFTER BID OPENING DATE/TIME WILL BE RETURNED UNOPENED

APPLICABLE ONLY WHEN CHECKED:

- Liability Insurance is required.
- Copy of Workers' Compensation Insurance is required.
- New Mexico Contractors License No.
- Bid Bond of 5%
- Performance Bond of 100% is required on notice to proceed.

MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE CONSTRUCTION SITE LOCATED AT 1004 NORTH WHITE SANDS BLVD, ALAMOGORDO, NM

DATE: OCTOBER 30, 2014

TIMES:

9:00 ROOF AND HVAC
10:00 PARKING LOT
11:00 EXTERIOR
1:00 INTERIOR

PROJECT DESCRIPTION

Plaza Building is located at 1104 North White Sands Blvd., Alamogordo, NM. This will be a re-model of the interior and exterior of the building. This is a 7,544 square feet two story stucco building

ALL SPECIFICATIONS ARE LISTED ON THE SET OF PLANS FOR EACH JOB CONTRACTOR WILL BID ON.

CONTRACTORS RESPONSIBILITY

The Contractor, at all times, shall keep the premises free from accumulation of waste, materials, or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials.

The awarded contractor will be responsible for location of utilities to include but not limited to power, water sewer, gas telephone, and other cables. Repairs of any damage caused by work on this contract are the sole responsibility of the contractor.

**COUNTY OF OTERO
INVITATION FOR BIDS**

GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

IMPORTANT: READ CAREFULLY BEFORE SUBMITTING BIDS. FAILURE TO DO SO SHALL NOT ABSOLVE THE BIDDER FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.

1. APPLICABILITY: Except as otherwise specifically provided in this bid, these General Instructions, Terms and Conditions shall govern the procurement of the items specified in this bid. In the event of a conflict between these General Instructions, Terms and Conditions, Supplemental Conditions or the specifications of this bid, the order of application shall be the Specifications, Supplemental Conditions and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance and promulgated Rules and Regulations shall apply.
2. DEFINITIONS: As used in this bid, the definitions of the Public Purchases Ordinance apply including the following.
 - A. **"Bid"** means all documents, including those attached or incorporated by reference, issued by the Purchasing Department for soliciting offers to provide goods, services or construction.
 - B. **"Contract"** means any agreement for the procurement of goods, services, construction or concessions. A Purchase Order issued in response to an offer constitutes a contract.
 - C. **"Contractor"** means an offerer who has been awarded a contract.
 - D. **"County"** means the County of Otero, New Mexico.
 - E. **"Purchase Order"** means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
 - F. **"Purchasing Office"** means the Purchasing Department of the Office of the Manager of the County
 - G. **"Purchasing Agent"** means the person charged with the responsibility of administering the Department.
 - H. **"Bidder"** means a business that submits a response to a competitive solicitation.
 - E. **Payment Terms**: Terms of less than thirty (30) days will not be considered. The term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the County Accounts Payable Office.
 - F. **Freight Policy**: Freight will be F.O.B. Destination (As indicated on the Invitation for Bids form), Freight Prepaid, unless otherwise specified in this Bid.

- G. Taxes: Bidders shall not include any applicable gross receipts taxes in its offered price, unless specified otherwise in this bid, and such offer will be construed in the manner. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.
- H. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this Bid shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.
- I. Warranty: Materials furnished by the successful bidder shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

The bidder agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this bid shall be covered by the most favorable commercial warranties the bidder gives to any customer for such items. Further, the bidder agrees that the rights and remedies provided in such warranties extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

- J. Indemnity: The bidder to whom an award has been made as a result of this bid expressly agrees to defend, indemnify and save harmless the County and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the bidder's providing the goods, services for construction pursuant to the bid or by reason of any act or omission, neglect or misconduct of the bidder, the agents, employees or subcontractors of the bidder or the agents or employees of any subcontractor of the bidder. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage
- K. Public Inspection: Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the bid regardless of any designation to the contrary. The County shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the bids. Bidders are

cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978)

- L. Material Safety Data Sheets: To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this bid. It is the responsibility of the bidder to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the bidder.

3. ETHICAL CONDUCT:

By submitting its bid in response to this invitation, the bidder certifies that:

- A. It has not offered, given or agreed to give to any County employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this bid;
- B. It has not retained a person or solicited or secured a County Contract for a contingent fee;
- C. It has not taken any action in restraint of free competitive bidding in connection with this bid;
- D. It has not in any way violated the ethical conduct or other provisions of the County's Public Purchases Ordinance; and
- E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this bid.

4. ADDENDA:

Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Department in the form of a written addendum.

Any addenda shall become a part of this bid and should be acknowledged either by being signed and returned with the bid or through letter that arrives prior to the opening of the bid. Failure to do so may result in disqualification of the bid.

It is the responsibility of all vendors considering making a bid in response to this invitation to ensure that they have received all addenda prior to making a bid. Bidders may contact the Purchasing Department to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.

5. **CLARIFICATION OF BIDS:**

The County may, in the evaluation of bids, request clarification from bidders regarding their bid, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.

6. **INQUIRIES OR REQUEST REGARDING CLARIFICATION:**

Any request or inquiries regarding clarification of this procurement document shall be submitted to the Purchasing Agent in writing. Bidders **MAY NOT** contract other Otero County Departments, Otero County Manager, or his or her staff, members of the Otero County Board of County Commissioners or their staff and any other Otero County Elected Official or their staff regarding inquiries or requests regarding clarification to this IFB. Violation of this policy may lead to disqualification. Bidders may contact **ONLY** the Purchasing Agent regarding the terminology state in the procurement documents. Other County employees do not have the authority to respond on behalf of the County Bidders should promptly notify the County Purchasing Agent of any ambiguity, inconsistency, or error which they may discover upon examination of the IFB. Any response made by the County will be provided in writing by addendum. No verbal responses shall be authoritative. No Addendum will be issued later than three (3) days prior to the date of receipt of bids, except an addendum withdrawing the IFB or one which includes postponement of the date of receipt of Bids.

6. **SUBMISSION OF BID:**

- A. Time: Bids not received by the time and date indicated on the Invitation for Bids will not be accepted, and will be returned unopened.
- B. Hand Carried: Bids may be hand carried to the Purchasing Department on located at 1101 New York Ave., Room 118 Alamogordo, NM 88310
- C. Mailed: Bids may be mailed to the attention of the Purchasing Department, 1101 New York Ave., Room 118, Alamogordo, New Mexico 88310. The County shall not be responsible for bids that are mailed and not received by the opening date and time specified in the solicitation.
- D. **Envelope Preparation:** The envelope/package containing a bid must be sealed and the following identifying information legibly written or typed on the outside.
 - 1). Name of Bidder
 - 2). Bid Number assigned by the County
 - 3). Opening date and time as identified on the bid

WITHDRAWAL OF BIDS:

A bid may be withdrawn in person at any time BEFORE the scheduled opening of bids, provided a receipt for the withdrawn bids is signed by the bidder or the bidder's authorized representative. The County reserves the right to request proof of authorization to withdraw a bid.

9. **REJECTION/CANCELLATION OF BIDS:**

Any solicitation, prior to opening or after opening, may be canceled or any or all bids may be rejected in whole or in part when it is in the best interest of the County.

10. **MINOR OR TECHNICAL IRREGULARITIES:**

Minor or technical irregularities in a bid, when there is no effect on price, quality or quantity may be waived and clerical errors in a bid may be corrected, if permitted by the Purchasing Officer and are in the best interest of the County.

11. **NONCONFORMING/CONDITIONAL, OR COUNTER BIDS:**

Any bid which is nonconforming or conditional, whether in part or in whole will be rejected.

13. **AWARD OF CONTRACT:**

A. When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the County is provided to the bidder. A Recommendation of Award does not constitute award of contract.

B. Award: If a contract is awarded, it shall be awarded to the responsive and responsible bidder whose bid is lowest in total price and is the most advantageous to the County, specifications and other factors considered.

C. Basis of Award: The County reserves the right to award a contract based on this Bid in total or by group of items, on the basis of individual items, or any combination these, which in the judgment of the Purchasing Officer, best serves the interests of the County, unless otherwise stated in this Bid.

D. To qualify for the five percent (5%) in state Resident Preference, the bidder must provide their assigned Resident Certification Number with their bid (an appropriate place is designated in the Bid Form). If a bidder does not provide their assigned Resident Certification Number with their bid, the bid shall not be considered as made by a resident business or a resident manufacturer and no preference shall be applied during the analysis of that bid.

14. **DELIVERY, ACCEPTANCE AND GUARANTEE:**

A. **No Delivery before Purchase Order is Issued:** No bidder, including the bidder to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the Issuance of a Purchase Order or Notice to Proceed issued by the County Purchasing Department.

B. Cancellation for Non-Delivery: The County reserves the right to cancel any order not delivered by a guaranteed date stipulated in this bid or any contract resulting from this invitation without liability on the County's part.

C. Acceptance of Delivery: Acceptance by the County of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or

materials not in accordance with the specifications. Such acceptance of delivery shall not waive the County's right to require replacement of defective material or inadequate service.

- B. Inferior Materials, Etc.: All items of tangible personal property, services or construction found inferior to the quality specified in this Bid, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

15. INVOICE AND PAYMENTS:

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Bid. Invoices are to be mailed to: Otero County, Accounts Payable, 1101 New York Ave., Alamogordo, New Mexico, 88310. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounts Payable at (575) 437-7427

- 16. EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:** Otero County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The "Contractor" agrees to comply strictly with the policies of "County", as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. The "Contractor" agrees to comply with State Laws and rules applicable to workers' compensation benefits for its employees. If the "Contractor" fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the "County" may terminate this agreement.

17. SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and Sections 13-4-11 through 13-4-17 NMSA as amended or through the federal Excluded Parties List System (EPLS) in accordance with executive Order's 1259 and 12689. The EO's for Suspended and Debarred are 12549 & 12689

18. MINIMUM WAGE RATES

The Current Minimum Wage Rate schedule may apply to this job and must be supplied (if applicable according to NMSA, 1978 13-1-D4-11.

19 **DEFAULT/TERMINATION FOR CAUSE:**

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Bid in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the County shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the County shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The County shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default. If a contract resulting from this Bid is canceled, the Contractor shall not be relieved of liability to the County for damages caused by its breach of the contract. The County reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

20. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY:**

The County may terminate any contract resulting from this Bid at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the County, if ordered or accepted by the County prior to the effective date of termination.

21. **TERMINATION FOR LACK OF APPROPRIATIONS:**

Funding for the contract resulting from this Bid has been appropriated by the County Commission for the County's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Bid, its continuation beyond the end of the any fiscal year is contingent on the County Commission making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such termination shall not constitute a default. All payment obligations of the County and all of its interest in the contract will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

21. **RESIDENT BUSINESS PREFERENCE**

Bids submitted by resident businesses shall be deemed five percent (5%) lower than the bid actually submitted. To receive a resident business preference a business must submit with its bid, a copy of a valid resident business certification issued by the New Mexico Taxation and Revenue Department. This will not apply when the expenditure includes Federal Funds 13-1-21.

22 **RESIDENT VETERANS PREFERENCE**

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

- a. Resident veterans businesses with annual revenues of \$1 million or less will be deemed ten percent(10%) lower than the bid actually submitted
- b. Resident veterans businesses with annual revenue of more than \$1 Million but less than \$5 Million will be deemed eight percent (8%) lower than the bid actually submitted.
- c. Resident veterans businesses with annual revenues of more than \$5 Million will be deemed seven percent(7%) lower than the bid actually submitted

This preference is separate from the current instate preference and is not cumulative with that preference. If a vendor will be utilizing the preference, they must include a copy in their proposal of the Resident Veteran business certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase.

CAMPAIGN CONTRIBUTION FORM

In accordance with Appendix C, Offerors must comply with 13-1-191.1 pertaining to the disclosure of campaign contributions to an applicable public official of a local public body. **Offeror(s) shall submit the “Campaign Contribution Disclosure Form” with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions.**

23 BRIBERY AND KICKBACK

The procurement code of New Mexico (section 13-1-28 thru 13-1-199, NMSA 1978) impose a third degree felony penalty for bribery of public official or public employee. In addition, the New Mexico Criminal Statutes (section 30-4-1, NMSA 1978); it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also Section 30-41-3, NMSA, 1978 states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

24 GUARANTEED PERFORMANCE:

The bidder, if awarded a contract as a result of this bid, guarantees that the materials supplied are capable of the performance required in the specifications in this bid, and agrees to make such changes, adjustments or replacements as are immediately necessary in order for the materials to meet the purchasing requirements at no cost to the county. If defects or specification failures are discovered, the purchasing officer shall have the right, notwithstanding acceptance and payment to require the unit/item to be properly furnished in accordance with the specifications and drawings at the cost and expense of the bidder or the bidder’s surety.

25. BID SECURITY;

A Bid must be accompanied by Bid security made payable to Otero County in an amount of 5 percent of Bidders maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of the General Conditions. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other requirements

Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after Notice of Award, Otero County may consider Bidder to be in default, annul the Notice of Award, and the Bid security of the Bidder will be forfeited. Such

forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid Security of other Bidders whom Otero County believes to have a reasonable chance of receiving the award may be retained by Otero County until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening whereupon Bid furnished by such Bidders will be returned.

Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

26. **CONTRACT TIMES**

The number of days within which, or the dates of which, [Milestones are to be achieved and] the Work to be substantially completed and ready for final payment are set forth in the agreement

27. **LIQUIDATED DAMAGES**

Provisions for liquidated damages, if any are set forth in the Agreement.

28. **SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

The bidder shall list the Subcontractors or material suppliers he proposes to use for all trades or items on the Subcontractor Listing form. If awarded the contract, the Bidder shall use the firm listed, or himself if "General Contractor" has been listed; unless a request for a change or substitution is approved by the ENGINEER, and the OWNER for any reason as outlined herein.

The ENGINEER or OWNER shall consider any request for a change in the listed firms, if the beneficial to both the OWNER and the Bidder by not using the listed firm. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor,

a request for substitution, made after the Bid opening with the ENGINEER's and OWNER's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material supplier and/or any other confirmation satisfactory to the ENGINEER or OWNER.

The Bidder shall not list himself as the supplier or as the Subcontractor for any trade unless he has previously performed work of this type or can prove to the ENGINEER's and OWNER's satisfaction that he actually has, or will obtain, fully adequate facilities and plans to perform the work with his own forces. Contractor must be licensed to perform such work.

Omission or non-compliance with the intent of the Subcontractor Listing form will be ground For considering a Bid as **non-responsive**.

Prior to the award of the Contract, the ENGINEER will notify the Bidder in writing if either the OWNER or the ENGINEER, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list. If the OWNER or ENGINEER has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute Subcontractor with no increase in his Bid Price. In the event of withdrawal under this paragraph, Bid Security **will not** be forfeited.

The Successful Bidder shall, within 7 calendar days of notice of the award of a Contract for the Work, submit the following information to the ENGINEER or OWNER: (A) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work; and (B) A list signed by all Subcontractors proposed for the principal portions of the Work in accordance with the Subcontractors Listing form submitted with the Bid.

The Successful Bidder will be required to establish to the satisfaction of the ENGINEER and the OWNER the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

Persons and organizations proposed by the Bidder and to whom the OWNER and the ENGINEER have made no reasonable objection under the provisions of paragraph 12.07 must be used on the Work for which they were proposed and shall not be changed except with the written consent of the ENGINEER and the OWNER.

No Successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

The Bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this Bid must be acceptable to the OWNER after verification by the Funding Agency of the current eligibility status. Approval of the proposed subcontract award **cannot** be given by the OWNER unless and until the proposed subcontractor has submitted the Certifications and/or evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is **not** required to attach such Certifications by proposed subcontractors to the Bid, the Bidder is advised of these requirements so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

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Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a tree-year period preceding this application/proposal had one or more public transaction (Federal, State, or Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment of up to 5 years, or both

Print Name & Title of Authorized Representative

Signature of Authorized Representative Date

**OTERO COUNTY PURCHASING
TERMS & CONDITIONS
UNLESS OTHERWISE SPECIFIED.**

1. **BIDS ARE TO COMPLY WITH ALL INSTRUCTIONS AND PROVIDE THE INFORMATION REQUESTED. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.** All bid items are to be NEW and of most current production, unless otherwise specified.
2. Samples of items, when required, must be furnished free of expense prior to the opening of bids and if not destroyed, will, upon request, be returned at the bidders expense.
3. Prices should be stated in units or quantity specified, with packing included. All deliveries will be F.O.B. Alamogordo, NM unless otherwise specified.
4. Time or proposed delivery must be stated in definite terms. If time varies for different items, the bidder should so state.
5. Time of delivery shall be stated as the number of calendar days following receipt of the order either verbally or in writing, whichever is received first by the vendor, to receipt of the goods or services by Otero County.
6. Time of delivery may be a consideration in the award.
7. **Envelopes containing bids must be sealed and marked with name, address of the bidder, due date, and bid number.**
8. **IMPORTANT:** Bids not received in the office of the Purchasing Agent at the time of opening are disqualified and will be returned unopened.
9. Corrections and/or modifications received after the opening time specified will not be accepted.
10. Where an item is specified by brand name and numbers these are used in these specifications as a matter of convenience to indicate quality, type, and features desired. Accordingly demonstrably equal merchandise will be given full consideration and the bidder is invited to offer such, except where it is clearly stated that such brand names and/or models are specified for the purpose of standardization. Any "or equal" items offered must be substantially equal to the appearance, design, dimensions, approximate cost of the item specified, and must be of equivalent materials, function, and sturdiness of construction of the item specified. Any deviation from specifications must be clearly itemized by the bidder.
When offering substitutions, please specify, and include descriptive literature.
11. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
12. Otero County is exempt from paying sales tax for materials and federal excise taxes. Do not include those taxes in bid. A nontaxable transaction certificate will be provide when payment is made. Services and tax on labor only are not exempt.
13. If your bid is accepted, you will receive notification either verbally or in writing by an issuance of a Purchase Order Number authorizing you to make delivery. Only the accepted bidder will be notified of awards.
14. **ATTENTION BOOKKEEPING & AUDITING DEPARTMENTS:** Complete payment will be made only when entire order is filled, with the exception of "Open Order Purchases", unless otherwise stated on purchase order. **EXCEPTION: Partial payments will be allowed upon written notification and approval if order cannot be completed in a single shipment.** Payment terms are Net 30 days unless otherwise stated.
15. All addenda so issued shall become part of the bid documents.
16. Pricing shall remain effective for a minimum of thirty
(30) days after bid opening date.

CONDITIONS

1. The Purchasing Agent reserves the right to reject any and all bids, to waive any informality in bids, and **unless** otherwise specified to the bidder, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Prompt payment discounts will not be considered in computing the low bid. Otero County will take advantage of cash discounts offered wherever possible.
4. Time in connection with discount offered will be computed from date of delivery or from date correct invoice is received, whichever is later.
5. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the vendor's risk and expense, promptly after notice of rejection.
6. Otero County requires vendor certification be the New Mexico State Purchasing Agent before the 5% in-state bidding preference can be extended. Bidders claiming this preference must show certification number on bid and must be prepared to show evidence of certification for the commodity being bid. In-state vendors: failure to secure above will result in non-considerations of any preference for in-state bidders. This will not apply when Federal funds are used, Chapter 13-1-21.
7. Otero County reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part if, in the judgment of the Purchasing Agent, the best interests of Otero County will be served.
8. The Otero County Purchase Order Number shall be shown on all packing, delivery tickets, and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

The Vendor's invoice shall be submitted and contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment.

9. Otero County reserves the right to cancel all or any part of this order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the County due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of cause beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, goods, epidemics, quarantine restrictions, strikes, freight embargo's, unusually severe weather, and defaults of subcontractors due to any of the above, unless Otero County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the county provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
10. In signing this bid or accepting Purchase Order, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to Otero County Purchasing Agent.
11. Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
12. **THIS BID/AWARD IS CONTINGENT UPON AVAILABLE FUNDING.**

(terms)

rev 05/96

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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)

**OTERO COUNTY PLAZA BUILDING REMODEL
 BID #15-016**

BID PROPOSAL

Bidder *agrees* to perform all of the work in said project, described in the Specifications and shown on the Plans for the following Unit Prices.

(Unit Bid Price Amounts are to be shown in figures and Total Amounts are to be shown in words and figures. In case of discrepancy the unit bid prices shall govern. In the event that either the price written in words or

the price written in numerically is inadvertently omitted, the unit bid price shown for that item shall govern. The Unit Price below shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.)

**BASE BID
PLAZA BUILDING RE-MODEL**

ITE	UNIT	DESCRIPTION		TOTAL
PHASE 1		MECHINCAL UPGRADE		Dollars & Cents
			(\$)	
PHASE 2		RE-ROOF		Dollars & Cents
			(\$)	
PHASE 3		EXTERIOR		Dollars & Cents
			(\$)	
PHASE 4		INTERIOR		Dollars & Cents
				—
PHASE 5		SITE IMPROVEMENTS		Dollars & Cents
			(\$)	
		TOTAL AMOUNT BID		Dollars & Cents
			(\$)	

If Bidder is:

An Individual

Name (typed or printed):

By: _____ (SEAL)

Doing business as:

Business address:

.....

Phone No.: FAX No.

A Partnership

Partnership Name: (SEAL)

By: (SEAL)

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed):

Business address:

.....

Phone No.: FAX No.

A Corporation

Corporation Name: (SEAL)

State of Incorporation: __

Type (General Business, Professional, Service, Limited Liability):

By: _____ (SEAL)

(Signature – attached evidence of authority to sign)

Name (typed or printed):

Title:

Attest: _____ (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address:

.....

Phone No.: FAX No.

Date of Qualification to do business is:

A Joint Venture

Joint Venturer Name: __ (SEAL)

By:

(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed):

Title:

Business address:

.....

Phone No.: FAX No.

Joint Venturer Name: (SEAL)

By:

(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed):

Title:

Business address:

.....

Phone No.: FAX No.

Phone and FAX Number, and Address for receipt of official communications:

.....

.....

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**LIST OF SUBCONTRACTORS
AND
MATERIAL SUPPLIERS**

A separate sealed envelope titled "List of Subcontractors & Material Suppliers" may be submitted in lieu of filling out this form. The General Contractor will determine categories of work that will be performed by the General Contractor; Subcontractor, and Tiers of Subcontractor. The following will be employed to perform the designated categories of work under this Contract.

NOTE: CONTRACTOR, SUBCONTRACTORS, AND TIERS OF SUBCONTRACTORS MUST BE IN COMPLIANCE WITH THE NEW MEXICO PUBLIC WORKS MINIMUM WAGE ACT.

A LABOR ENFORCEMENT FUND FORM CAN BE FOUND AT www.dol.state.nm.us

CATEGORY OF WORK*	FIRM NAME AND BUSINESS ADDRESS, PHONE # AND LICENSE & FEDERAL IDENTIFICATION NUMBER OF SUBCONTRACTORS	RANGES**	REGISTRATION NUMBER (REQUIRED BY STATE)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

USE ADDITIONAL SHEETS IF NECESSARY

ATTEST: _____ DATE _____
 _____ AUTHORIZED OFFICER
 _____ TITLE
 _____ NAME OF FIRM

*Place title of subcontractor specialty

**Subcontractor's contract range: In the column marked "Range" enter the letter corresponding to subcontract amount.

- A = Less than \$2,000
- B = Equal to or greater than \$2,000 but less than \$10,000
- C = Equal to or greater than \$10,000 but less than \$100,000
- D = Equal to or greater than \$100,000

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:
Project (Brief Description Including Location):

BOND

Bond Number:
Date (Not later than Bid due date):
Penal sum _____

(Words)

_____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)
Bidder's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ASSIGNMENT OF ANTITRUST CLAIMS

(To be executed by Suppliers, Subcontractors, and Sub-Subcontractors of Contractors)

This Form must be submitted within 10 days of Bid Award

Project:

Project Number:

_____ agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner.

It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

Firm: _____

By: _____

Signed by Individual Empowered to Obligate Supplier,
Subcontractor, or Sub-Subcontractor

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

)
)ss
)

_____, being first duly sworn, deposes and says that he is

(sole owner, a partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such a bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirect colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor any member or agent thereof, nor any to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:

By _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20____.

Seal of Notary

NOTARY PUBLIC

7.

Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project:

8.

Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project.

9.

List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date:

10.

List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years:

11.

List name, address and telephone number of a reference for each project listed under Items 9 and 10 above.

12.

List name and construction experience of the principal individual of your organization:

13. Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project:

14. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference:

a. A surety: _____

b. A bank: _____

c. A major material supplier: _____

15. Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates Bidder's assets, liabilities and net worth:

a. Date of Financial Statement: _____

b. Name of Firm preparing Statement: _____

Dated this _____ day of _____ 20____

Bidder: _____
(Print or Type Name of Bidder)

By: _____

Title: _____

(Seal of Corporation)

STATE OF NEW MEXICO
LABOR STANDARD PROVISIONS
(STATE WAGE RATES)
IF BID IS OVER \$60,000,00 WAGE
RATES WILL APPLY

SUSANA MARTINEZ
GOVERNOR



CELINA BUSSEY
SECRETARY

JOHN SANCHEZ
LT. GOVERNOR

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
121 Tijeras Ave NE Suite 3000
Albuquerque, NM 87102
Telephone (505) 841-4405
Fax (505) 841-4424

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 assigned by statute to each project stakeholder.

Contracting Agency

- Ensure that all contractors/prime contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.
- Provide completed Notice of Award (NOA) and Sub-Contractor list to Labor Relations Division promptly after the project is awarded.
- Provide updates to the Sub-Contractor list to the Labor Relations Division

General Contractor

- Provide to the Contracting Agency within 3 (Three) days of award a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages for each contractor.
- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over \$60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the owner/contracting agency.
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.
- Confirm the Wage Rate poster, provided by the Labor Relations Division, 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.

Sub-Contractor

- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over \$60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the General Contractor(s).
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.

Additional Information

Reference material and forms for these requirements are available through the following New Mexico Workforce Solutions Web Link.

www.dws.state.nm.us/new/Labor_Relations/publicworks.html.

Additional Information

Additional information, requirements, and documents on these topics can be found through the Public Works web pages.

- Labor Enforcement Fund (LEF)
- Weekly Certified Payroll
- Public Works Apprenticeship and Training Fund (PWAT)
- Forms: Statement of Intent (SOI), Affidavit of Wages Paid (AWP)
- Prevailing Wage Rates (Base Rates, Fringe, and Apprenticeship Contributions)

CONTACT INFORMATION

Contact us for any questions relating to Public Works Projects.

Kim Kew at Kim.Kew@state.nm.us or 505-841-4405
Otis Caddy LynnO.Caddy@state.nm.us 505-841-4406
Stacey Lowrey Stacey.Lowrey@state.nm.us 505-841-4412
Violet Miera Violet.Miera2@state.nm.us 505-841-4418

New Mexico Department of Workforce Solutions

Public Works

121 Tijeras Ave. NE, Suite 3000, Albuquerque, NM 87102

Phone: (505)-841-4400 fax to: (505) 841-4424 or Email to: public.works@state.nm.us

Wage Decision # **OT-14-1574 B**

NOTIFICATION OF AWARD (NOA)

THIS WAGE DECISION # EXPIRES FOR BIDS ON 02/19/15

Description and Location of Work: Re-model Plaza Building

Re-model the interior and exterior of the building Re-Roof, Paving Parking lot, install a complete mechanical supply return air system. Install roof mounted gall supply system for HVAC Units

City of Alamogordo

County of Otero

1104 N White Sands Blvd.

REMINDER for Agency Conducting BID Process:

After the Contracting Agency awards this project the Wage Rate Poster, Sub-List and the Project Requirement Document, excluding this NOA must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form and submit with the sub-list listing all of the subcontractors including all tiers of subcontractors and fax or email it to the address above. **If the project is canceled**, this form must be completed by the Contracting agency conducting the bid process and the wording "Cancelled" written on the form and send to the Labor Relations Division. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.9.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name: _____ License#: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Project Contact's name: _____ E-Mail: _____

Approximate Date Work to Start: _____

Estimated Completion Date: _____

Estimated Cost of Project: _____

Bid Opening Date: _____

Note: The General/Prime Contractor **MUST** mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages to the General/Prime Contractor 3 days after award of project. After work on the project is completed **and before, final payment**, is made to subcontractors and all tiers of subcontractors, the contractor and subcontractors must mail/fax their Affidavit of Wages paid to the Contracting Agency for final payment.

Signature for Contracting Agency (or agent) _____

Printed Name _____

Email address for Contracting Agency (not agent) _____ **Required Field**

Date _____

SUBCONTRACTOR LIST

DO NOT list suppliers or professional services (such as surveyors)
INCLUDE individual subcontractor dollar amount for project

Email to: public.works@state.nm.us or fax to: (505) 841-4424

Please include **2nd & 3rd Tier** subcontractors. Make extra copies of form if necessary.

Wage Decision. # **OT-14-1574 B**

General Contractor:

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Re-model Plaza Building : Wage Decision # OT-14-1574 B

Re-model the interior and exterior of the building Re-Roof, Paving Parking lot, install a complete mechanical supply return air system. Install roof mounted gall supply system for HVAC Units

Type "B" - GENERAL BUILDING Effective January 1, 2014

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	27.35	10.23	\$0.20	
Boilermaker	18.40	3.78	\$0.20	
Bricklayer/Blocklayer/Stonemason	22.85	6.00	\$0.74	
Carpenter/Lather	20.86	6.25	\$0.36	
Cement Mason	17.72	7.45	\$0.34	
Electricians				
Outside Classifications				
Groundman	22.32	8.62	\$0.36	
Equipment Operator	25.14	8.62	\$0.36	
Lineman/Tech	25.73	8.62	\$0.36	
Cable Splicer	26.91	8.62	\$0.36	
Inside Classifications				
Wireman/Technician	27.80	8.06	\$0.37	Refer to Note 1
Cable Splicer	29.53	8.06	\$0.37	
Sound Classifications				
Installer	23.39	8.31	\$0.24	
Technician	24.94	8.31	\$0.24	
Soundman	27.01	8.31	\$0.24	
Elevator Constructor	33.61	14.99	\$0.24	
Elevator Constructor Helper	15.55	3.56	\$0.25	
Glazier	20.15	4.15	\$0.35	
Ironworker	25.00	10.00	\$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	16.60	3.88	\$0.36	
Paper Hanger	19.71	8.42	\$0.35	
Drywall Finisher/Taper	19.64	3.91	\$0.34	
Plasterer	18.65	7.15	\$0.35	
Plumber/Pipefitter	28.30	11.00	\$0.63	Refer to Note 3
Roofer	15.18	0.50	\$0.54	
Sheetmetal Worker	26.56	13.41	\$0.45	Refer to Note 4
Soft Floor Layer	20.74	4.40	\$0.35	
Sprinkler Fitter	24.41	11.27	\$0.28	
Tile Setter	14.80	1.20	\$0.00	
Tile Setter Helper	13.00	1.02	\$0.00	
Laborers				
Group I	15.04	4.25	\$0.27	
Group II	15.61	4.25	\$0.27	
Group III	15.91	4.25	\$0.27	
Group IV	16.01	4.25	\$0.27	
Group V	16.21	4.25	\$0.27	
Group VI	16.36	4.25	\$0.27	
Operators				
Group I	28.03	5.16	\$0.50	
Group II	29.07	5.16	\$0.50	
Group III	29.15	5.16	\$0.50	
Group IV	29.21	5.16	\$0.50	
Group V	29.27	5.16	\$0.50	
Group VI	29.37	5.16	\$0.50	
Group VII	29.47	5.16	\$0.50	
Group VIII	30.55	5.16	\$0.50	
Truck Drivers				
Group I	20.56	5.34	\$0.55	
Group II	20.68	5.34	\$0.55	
Group III	20.76	5.34	\$0.55	
Group IV	20.88	5.34	\$0.55	
Group V	20.93	5.34	\$0.55	
Group VI	21.03	5.34	\$0.55	
Group VII	21.13	5.34	\$0.55	
Group VIII	21.27	5.34	\$0.55	
Group IX	21.42	5.34	\$0.55	

NOTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION

#1 - Inside Electricians working at a Los Alamos County job site get \$4.10/hr. subsistence pay plus base/fringe. Inside Electricians working at a Lea Co. job site get \$75.00/day subsistence pay plus base/fringe.

#2 - Ironworkers working on projects 50+ miles over the most direct regularly traveled route from Albuquerque, or the employee's home, whichever is closer, shall be paid \$5.00/hr. subsistence plus base/fringe. The "Big I" Interchange in Albuquerque, or the employee's home, respectively shall be used as basing points. The current State of New Mexico Official Highway Map shall be the reference for routes and distances. All of Santa Fe County shall be \$5.00/hr subsistence area.

#3 - Plumbers/Pipefitters working at a Los Alamos County job site get \$.80/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers working at a Los Alamos County job site get \$2.00/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus base/fringe. Sheet Metal Workers working 90+ miles from Contractors Homebase & employees home get \$50.00/day subsistence pay plus base/fringe regardless of county.