

**VALENCIA COUNTY
STATE OF NEW MEXICO**

INVITATION FOR BIDS (IFB)

**Valencia County
Judicial Complex
HVAC Controls Renovation**



IFB #VCB-FY17-005

**VALENCIA COUNTY PURCHASING DEPARTMENT
Michelle Romero
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444 Luna Ave., Suite 100A
Los Lunas, NM 87031**

ISSUED: October 04, 2016

BID OPENING: October 20, 2016 at 2:00 PM Local Time

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I. INTRODUCTION

This section provides general information that applies to this procurement.

A. PURPOSE OF THIS INVITATION FOR BIDS

The County of Valencia seeks sealed bids from qualified bidders that can provide the removal of existing and the installation of a new HVAC, DDC Controls system in the Valencia County Judicial Complex located at 1835 Hwy 314, Los Lunas, NM 87031.

B. SUMMARY OF CRITICAL INFORMATION

1. Deadline for Receipt of Sealed Bids: **October 20, 2016 at 2:00 P.M. Local Time**
2. Address for Delivery of Sealed Bids: 444 Luna Ave., Suite 100A, Los Lunas, NM 87031
3. Bid Opening Time and Date: **October 20, 2016 at 2:00 P.M Local Time**
4. Bid Opening Location: 444 Luna Ave., Suite 103 (Commission Room), Los Lunas, NM 87031

Potential Bidders are highly encouraged to read this entire solicitation as important information, including mandatory requirements, is contained in other places within this IFB.

C. SUMMARY SCOPE OF WORK

The scope of work consists of providing the products or services specified herein.

D. SCOPE OF PROCUREMENT

The scope of this procurement consists of :

- A. Building Automation System (BAS), utilizing direct digital controls.
- B. Furnish all labor, materials, equipment, and service necessary for a complete and operating Building Control System (BCS), utilizing Direct Digital Controls (DDC) as shown on the drawings and described herein.
- C. The BCS shall perform control algorithms, calculations and all monitoring functions. The BCS shall provide operator interaction and dynamic process manipulation, including overall system supervision, coordination and control.
- D. This shall include HVAC control, metering, energy management, alarm monitoring, and all trending, reporting and maintenance management functions related to normal

building operations all as indicated on the drawings or elsewhere in this specification.

E. PROCUREMENT MANAGER

The County of Valencia has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Bidders may contact **ONLY** the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Valencia.

Michelle Romero

Purchasing Agent, Valencia County Purchasing Department

<u>Delivery Address (Including sealed bid delivery):</u> 444 Luna Ave., Suite 100A // Los Lunas, NM 87031	<u>Mailing Address:</u> P.O. Box 1119 // Los Lunas, NM 87031
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Phone: (505) 866-2005

Fax: (505) 866-2424

E-mail: michelle.romero@co.valencia.nm.us

NOTE: All deliveries via express carrier (INCLUDING SEALED BID DELIVERY) should be addressed to Michelle Romero's Delivery Address, above.

F. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Bidder" is any person, corporation, or partnership who chooses to submit a sealed bid.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Bidder who enters into a binding contract.

"County" means the County of Valencia, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"F.O.B. Destination" means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause a bid to be declared nonresponsive.

"Indication of Compliance" means an affirmative indication that the Bidder agrees to comply with a specific requirement. Most commonly this is by checking a "Yes", "Comply", or other such box on a form. This may also be accomplished by an express statement wherein the Bidder agrees to unconditionally comply. (Note: Agreeing to comply with a requirement and then adding conditions is NOT considered compliance and may lead to the disqualification of the bid as non-responsive.)

"Invitation for Bids" or "IFB" means all documents, including those attached or incorporated by reference, used for soliciting sealed bids.

"Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item. Failure to meet a mandatory item or factor may result in the rejection of the submitted bid.

"MDT" & "MST" mean Mountain Daylight Time (MDT) and Mountain Standard Time (MST). Usage is dependent on which is in effect on the date specified.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a competitive procurement.

"Procuring agency of the County" means the department or other subdivision of the County of Valencia that is requesting the procurement of services or items of tangible personal property.

"Product" means an item of tangible personal property which is defined in the New Mexico Procurement Code as tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.

"Purchase Order" or "PO" means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid Contract.

"Purchasing" means the County of Valencia Purchasing Office or the Valencia County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Valencia.

"Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Invitation for Bids.

"Responsive Bid" means a timely submitted bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. Material respects of an Invitation for Bids include, but are not limited to, price, quality, quantity and delivery requirements.

"Services" means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. "Services" does not include construction.

"State agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the State of New Mexico.

"Successful Bidder" means the lowest priced Responsible Bidder to whom Valencia County, on the basis of the County's evaluation, makes an award. A Successful Bidder does not become a Contractor until the County signs the Contract signed and submitted by the Bidder. One or more Purchase Orders will accompany or follow the approval. **Successful Bidders should not provide products or services prior to their receipt of an approved Purchase Order.**

G. RESIDENT/VETERAN BUSINESS PREFERENCE

1. Resident Business/Contractor Preference

The New Mexico Procurement Code provides for preference for resident businesses and contractors under certain conditions. If applicable, the preference will be provided to those bidders that have provided a valid resident business or contractor preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business or contractor, that Bidder must submit a copy of their resident business or contractor preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

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

2. Resident Veteran Business/Contractor Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses and Contractors. [Please see Section V.C.4 for more information and especially note Appendix L.] In order for a Bidder to receive preference as a resident veteran business or contractor, that Bidder must submit a copy of their resident veteran business or contractor preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable. Bidders seeking **veteran** preference must complete and return the Resident Veteran Preference Certification form at Appendix L.

For more information and application forms, go to:

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

H. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

- Valencia County Procurement Policy

http://www.co.valencia.nm.us/departments/finance/pdf/R05_68A_ProcurementPolicy.pdf

(Specific references to the New Mexico Procurement Code or the Valencia County Procurement Policy, found in this IFB, may be reviewed by following the appropriate link above.)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section contains the schedule for the procurement, describes the major procurement events, and contains the general conditions and requirements that the Bidder agrees to by submitting a bid in response to this IFB.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue IFB	Procurement Manager (PM)	October 4, 2016 (Tuesday)
2. Return of "Acknowledgment of Receipt" Form (Appendix A)	Potential Bidders (PB)	October 10, 2016 (Monday)
3. Site Visit* Mandatory	PB	October 11, 2016 (Tuesday) 10:00 AM Local Time
4. Deadline to Submit Questions	PB	October 13, 2016 (Thursday)
5. Response to Written Questions/ IFB Amendments	PM	October 18, 2016 (Friday)
6. Submission of Sealed Bids	Bidders	October 20, 2016 (Thursday) 2:00 PM Local Time
7. Public Opening	Purchasing, Bidders, General Public	October 20, 2016 (Tuesday) 2:00 PM Local Time
8. Bid Tabulation	Purchasing	
9. Contract Award**	Purchasing Agent/BCC*	November 2, 2016
10. Protest Deadline	Bidders	15 calendar days after knowledge of facts giving rise to protest.

*Site visit location: 1835 Hwy 314, Los Lunas, NM 87031

**Contract award may be subject to approval of the Board of County Commissioners.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue IFB

This IFB is being issued by the Valencia County Purchasing Agent on behalf of the County of Valencia.

2. Return of “Acknowledgment of Receipt” Form

Potential Bidders should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A). Potential Bidders that return the form will be notified of the posting of any questions and answers regarding the procurement and will be notified of any amendments to the IFB that might be issued. The form should be returned by the close of business on the date indicated in Section II.A (Sequence of Events), above. Failure to return this form shall constitute a presumption of receipt and rejection of the IFB and the potential Bidder may not receive any update notifications.

3. Site Visit

There is a Site Visit being held for this procurement. Scheduled time and location can be found in Section II.A (Sequence of Events). Attendance is not mandatory however, it is encouraged so potential bidders can better understand site conditions.

4. Deadline to submit additional written questions

Potential Bidders may submit additional written questions as to the intent or clarity of this IFB until the close of business on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph E.)

5. Response to written questions/IFB Amendments

Written responses to written questions and any IFB amendments will be posted to the Valencia County Purchasing Department web site (<http://www.co.valencia.nm.us/>, via the “Purchasing” link). Notification of such posting shall be provided to all potential Bidders that have returned the “Acknowledgement of Receipt” Form found at Appendix A.

6. Submission of Bids

BIDS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM Local Time ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL BE RETAINED UNOPENED AND NOT CONSIDERED.

The date and time of receipt will be recorded on each bid. Bids must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph E. Bids must be sealed and should be labeled on the outside bottom left-hand corner of the package to clearly indicate that they are in response to the “Valencia County Judicial Complex HVAC Controls Renovation IFB, should reference “#VCB-FY16-025”

and should show the opening date and time. Bids submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED**. A public log will be kept of the names of all persons or companies submitting bids.

7. Public Opening

All bids timely received will be opened and read aloud in a public forum at the Valencia County Commission Room (Room #103), 444 Luna Ave., Los Lunas, New Mexico on the date and time indicated in Section II.A (Sequence of Events), per NMSA 1978, Section 13-1-107 (1984). Bidders are encouraged to attend.

At the bid opening, the amount of each bid and each bid item, if appropriate, and such other relevant information as may be specified by the Purchasing Agent, together with the name of each bidder, will be recorded, and the record and each bid will be open to public inspection.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our Public Bid Opening, please contact the Procurement Manager (see Section I.E, above.) at least seven (7) days prior to the scheduled bid opening.

8. Bid Tabulation

After the public opening, the bids will be assessed for responsiveness. Responsive bids will be tabulated (price compared) to identify the lowest price(s) submitted. During this time, the Procurement Manager may, at his or her option, initiate discussions with Bidders for the purpose of clarifying aspects of the bids, but bids may be accepted and considered without such discussion. Discussions **SHALL NOT** be initiated by the Bidders.

9. Contract Award

The Purchasing Agent anticipates contract award on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

10. Protest Deadline

Any protest by a Bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Valencia County Procurement Policy #401-01-3, Section 24. Protests must be written and must include the name and address of the protestor and the Invitation for Bids number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Valencia County Purchasing
Attn. Michelle Romero, County Purchasing Agent
444 Luna Avenue, Suite 100A
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Valencia County Procurement Policy (#401-01-3, Resolution 2005-68).

1. Acceptance of Conditions Governing the Procurement

Bidders must indicate their acceptance of the Conditions Governing the Procurement in the Letter of Transmittal Form (see Appendix C).

2. Incurring Cost

Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this IFB shall be borne solely by the bidder.

3. Prime Contractor Responsibility

Any Contract that may result from this IFB shall specify that the prime Contractor is solely responsible for fulfillment of the Contract with the County. The County will only make Contract payments to the prime Contractor.

4. Subcontractors

The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used.

5. Amended Bids

A Bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble bid materials.

6. Bidders' Rights to Withdraw Bid

Bidders will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the Procurement Manager. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the County.

7. Bid Offer Firm

Responses to this IFB will be considered firm for ninety (90) days after the due date for receipt of bids.

8. No Obligation

This procurement in no manner obligates Valencia County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities and one or more valid Purchase Orders are issued.

9. Termination

This IFB may be canceled at any time and any and all bids may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

10. 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.

11. Legal Review

The County requires that all bidders agree to be bound by the General Requirements contained in this IFB. Any bidder's concerns must be promptly brought to the attention of the Procurement Manager.

12. Governing Law

This procurement and any Agreement with bidders that may result shall be governed by the laws of the State of New Mexico.

13. Basis for Bid

Only information supplied by the County in writing through the Procurement Manager or in this IFB should be used as the basis for the preparation of bids.

14. Contract Terms and Conditions

The Contract between the County the Contractor is contained at Appendix B, Contract.

15. Bidder Qualifications

The County may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this IFB. The County will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive bid as defined in Sections 13-1-82 and 13-1-84 NMSA 1978.

Bidders must, upon request of the County, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The County reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

16. Right to Waive Minor Irregularities

The County reserves the right to waive minor irregularities. The County also reserves the right to waive mandatory requirement(s) provided that all of the otherwise responsive bids failed to meet the same mandatory requirement(s) or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the County.

17. Change in Contractor Representatives

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

18. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

19. County Rights

The County reserves the right to accept all or a portion of a Bidder's bid and to award to the Bidder whose bid is deemed to be in the best interest of the County.

20. Ownership of Bids

All documents submitted in response to the IFB shall become the property of the County. However, any technical or user documentation submitted with the bids of non-selected Bidders may be returned after the expiration of the protest period, by request, and at the expense of the Bidder.

21. Ambiguity, Inconsistency or Errors in IFB

Bidders shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the IFB.

22. Competition

By submitting a bid, bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the bid submitted to the County.

23. Use by Other Government Agencies

Not Applicable.

24. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of any Agreement resulting from this IFB shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County of Valencia.

25. Delivery and Failure to Meet Order Provisions

- a. No Delivery Before Purchase Order is Issued: No Bidder, including a Bidder to whom an award is made, shall deliver any item of tangible personal property, commence services or start construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the Valencia County Purchasing Department.
- b. Failure to Meet Order Provisions: The County reserves the right to cancel all or any part of an order without cost to the County, if the Contractor fails to meet the provisions of that order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the County due to the Contractor's default.

26. County Furnished Property

County furnished property shall be returned to the County upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

27. Discounts

The Bid Form provides a space for the Bidder to identify prompt payment terms the Bidder is offering, if any. Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the Contract. Discounted time will be computed from the date of receipt of the merchandise, invoice or billing for services, whichever is later.

28. Packing, Shipping and Invoicing

- a. The County's Purchasing Order number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
- b. The Contractor's invoice shall be submitted and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
- c. Invoices must be submitted to the Valencia County Finance Department, Attn. Accounts Payable and NOT to the using agency.

29. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive this correspondence.

30. Use of Electronic Versions of this IFB

This IFB is being made available by electronic means. If accepted by such means, the potential Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of conflict between a version of the IFB in the potential Bidder's possession and the version maintained by the County, the version maintained by the County shall govern.

31. Samples

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the County. Samples not destroyed or mutilated in testing will be returned upon request, at Bidder's expense. Each sample must be labeled to clearly show the bid number and item number to which it pertains. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

32. Award Rights

The County reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in its judgment, best serves the interest of the County.

33. Delivery

All deliveries must be F.O.B. Destination – Freight Pre-Paid, unless otherwise indicated by the Purchasing Agent

34. New Materials

All bid items are to be NEW and of most current production, unless otherwise specified.

35. 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.

It is the responsibility of all persons or businesses considering submitting a bid in response to this solicitation to ensure that they have received all addenda prior to making a bid. Addenda will be posted to the Purchasing Department web site (<http://www.co.valencia.nm.us/>, via the “Doing Business with Valencia County” link) prior to the due date for the receipt of bids. All potential Bidders that have submitted the Acknowledgement of Receipt Form (at Appendix A) will be notified of the availability of such addenda.

36. Disclosure of Proprietary or Confidential Materials

Upon bid opening all bids and documents pertaining to the bids will be made available to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the bid in order to facilitate public inspection of the remaining portions of the bid. Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which a Bidder has made a written request for confidentiality, the Purchasing Agent shall examine the Bidder's request and make a written determination that specifies which portions of the bid should be disclosed. Unless the Bidder takes legal action to prevent the disclosure, the bid will be so disclosed. The bid shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data. (See also section III.F).

III. RESPONSE REQUIREMENTS

This section tells prospective Bidders how to prepare and submit their bid in response to this IFB. **These are key instructions. Read them carefully and ask questions if you don't understand or are not sure about something.**

A. NUMBER OF RESPONSES

Bidders may submit only one (1) response to this IFB.

B. NUMBER OF COPIES

Bidders shall deliver one (1) signed and sealed bid to the location specified in Section I.E on or before the closing date and time for receipt of bids.

C. BID CONTENTS

All bids **MUST** contain the following three (3) items:

1. **COMPLETED AND SIGNED Letter of Transmittal Form** (Found at Appendix C)
2. **SIGNED Contract** (Found at Appendix B)
3. **COMPLETED AND SIGNED BID FORM** WITH PRICE(S) (Found at Appendix B, Attachment 1)

Some bids **MUST** contain the following items, if required in Section IV, SPECIFICATIONS AND REQUIREMENTS:

4. Bid bond in proper format
5. Licenses/certifications or compliance forms
6. Any other items **REQUIRED** in Section IV, SPECIFICATIONS AND REQUIREMENTS.

Bids **MAY** contain the following **OPTIONAL** item:

7. Resident Business/Contractor Preference Certificate (See Section I.G.)
8. Resident Veteran Business/Contractor Preference Certificate (See Section I.G.)

Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of their bid. (A Bid Submittal Checklist is provided at Appendix E to assist Bidders in insuring they are submitting a complete and proper bid.)

D. BID FORMAT

1. To preclude any possible errors or misrepresentations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening. Failure to comply will be just cause for rejection of the bid.
2. The unit price(s) shall exclude all state and local taxes.

E. BID SUBMITTAL REQUIREMENTS

Bids must be submitted in a sealed envelope. The bid title, the bid number and the opening date and time should be clearly indicated on the bottom left hand side of the front of the envelope. The Bidder's name shall also appear on the envelope. Failure to properly label the bid envelope may necessitate the premature opening of the bid in order to identify the bid number.

F. PROPRIETARY OR TRADE SECRET MATERIAL; EXCESSIVE MARKINGS

Any proprietary or trade secret material submitted shall be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that the bidder feels constitute trade secret or proprietary information. (See also section II.C.36, above.)

THE CLASSIFICATION OF AN ENTIRE BID DOCUMENT, LINE ITEM PRICES AND/OR TOTAL BID PRICES AS PROPRIETARY OR TRADE SECRETS IS NOT ACCEPTABLE AND WILL RESULT IN THE REJECTION OF THE BID.

IV. SPECIFICATIONS AND REQUIREMENTS

This section details the minimum specifications for products or services sought by the County. It also provides information on the County's use and intent in providing the specifications, as well as instructions for potential Bidders that may not feel the specifications are fair, achievable or are otherwise unacceptable.

A. INFORMATION

1. Use of Brand Names and Numbers

Brand names and numbers are for reference only; equivalents will be considered. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. "No substitute" specifications may be authorized **ONLY** if required to match existing equipment.

2. Equivalent Items Bid

If the Bidder offers an item other than the one specified, which the Bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. A separate sheet(s) may be attached for this purpose. Failure to provide the appropriate information may result in disqualification of the bid.

3. Restrictive Specifications

Specifications stated in this request are not intended to exclude any Bidder. If any Bidder is of the opinion that the specifications as written preclude them from submitting a response to this IFB, it is requested that their opinion be made known to the Purchasing Agent, in writing, as soon as possible but preferably at least three (3) days prior to the bid opening date.

4. No Bid Form

We request that any potential Bidder that reviews this IFB and chooses not to respond complete and return the No Bid Form found at Appendix D prior to the deadline for the receipt of bids. Unlike an actual bid submittal, this form **MAY** be sent electronically, if desired, since the potential Bidder will not be participating in the procurement. This is **NOT** a requirement but will assist us in insuring the quality of this procurement and in improving the quality of future procurements. No Bid Forms will become a part of the procurement file and are subject to public release. No Bid Forms may be sent anonymously, if desired.

1. Geotechnical Evaluation

Valencia County is having a geotechnical evaluation performed. The preliminary results are expected to be available about March 7. Copies of the preliminary and final results will be posted to the Valencia County Purchasing Department web site and all potential bidders that have returned the Acknowledgement of Receipt Form, at Appendix A, will be timely advised of their availability.

2. Incorporation of Public Works Legal Requirements.

This solicitation incorporates by reference, whether specifically addressed herein or not, all applicable provisions pertaining to local public works projects contained within the New Mexico Procurement Code, the Public Works Act, the Public Works Mediation Act, the Subcontractors Fair Practices Act and all other applicable laws.

B. MANDATORY SPECIFICATIONS

1. Bidders must be Licensed Contractors in the State of NM and qualified to perform the requirements of this Invitation to Bid.
2. See Appendix "M"
3. See Appendix "N"
4. Resident Veteran Preference Certification Form if applicable.
5. Bidders seeking Resident Veteran Preference must complete and return the Resident Veteran Preference Certification form at Appendix L.

C. OTHER REQUIREMENTS, PRODUCT RELATED

SYSTEM DESCRIPTION

Scope: Provide and install a dedicated, stand-alone automatic Direct Digital Control system complete with all required software and hardware. This system will directly control all specified mechanical equipment, including VAV boxes, heat pumps, fans, duct coils, heat recovery units, pumps, cooling towers, central chiller plant machinery, etc.

1. The operator workstation shall run on a personal computer (PC) with a color monitor, mouse, keyboard, and printer. The operator workstation will allow a user to interface with the network via graphic and/or text format as described in the Section 23 09 23.
2. The controls contractor shall assume complete responsibility for the entire controls system as a single source. He shall certify that he has on staff under his direct employ on a daily basis, factory trained technical personnel. These employees shall be qualified to project manage, engineer, commission, and service all portions of the control system.
3. The control system shall be designed such that each mechanical system will be able to operate under stand-alone control. As such, in the event of a network communication failure, or the loss of any other controller, the control system shall continue to independently operate.

Basic System Features:

1. Zone by zone direct digital logic control of space temperature, scheduling, optimum starting, equipment alarm reporting, and override timers for after-hours usage. A zone is the area served by one VAV box, heat pump, unit ventilator, fan coil, etc.
2. Operator Interface software shall be a web-browser application. The server software shall be multi-tasking, capable of executing and displaying multiple instances in individual windows while running concurrently with other Windows programs such as word processors or database programs. Operation of the terminal software shall be simple and intuitive.
3. Complete energy management firmware, including self-adjusting optimum start, power demand limiting, global control strategies and logging routines for use with total control systems. All energy management firmware shall be resident in field hardware and not dependent on the Operators Terminal for operation. Operator's terminal software is to be used for access to field based energy management control firmware only.

4. Priority password security systems to prevent unauthorized use. Each user shall have an individual password, or users can be assigned to a group password. Each user shall be assigned which control functions they have access to.
5. Equipment monitoring and alarm function including information for diagnosing equipment problems and alarm dial out to smart phones or Ipads.
6. The complete system, including, but not limited to zone controllers, field installed controllers and operator's terminals shall auto-restart, without operator intervention, on resumption of power after a power failure. Database stored in field installed controller memory shall be battery backed up for a minimum of 1 year. Batteries on unitary controllers shall not be allowed.
7. Modular system design of proven reliability.
8. Each field panel capable of independent control.
9. All software and/or firmware interface equipment for connection to remote monitoring station from field hardware or the operator's terminal.
10. The system shall be capable of recording equipment runtime totalization of fans, heaters, boilers, etc., and also capable of alarm generation and alarm dial out to remote sites.
11. Communication wiring for field controllers shall not be run in star patterns.
12. All DDC hardware and software shall be designed and manufactured by U.S. corporations. All hardware shall be Listed Underwriters Laboratory for Open Energy Management Equipment (PAZX) under the U.L. standard for safety 916, with integral labels showing rating.

Reference Standards.

1. The latest edition of the following standards and codes in effect and amended as of date of supplier's purchase order, and any subsections thereof as applicable, shall govern design and selection of equipment and material supplied:
 - ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) Standards 135 (BACnet), 90.1 and 62.99,
 - Directive 89/336/EEC (European CE Mark).
 - City, county, state, and federal regulations and codes in effect as of date of purchase order.
 - Except as otherwise indicated, the system supplier shall secure and pay for all permits, inspections, and certifications required for his work and arrange for necessary approvals by the governing authorities.

D. OTHER REQUIREMENTS, SERVICES RELATED

1. The Control System Contractor shall have a full service DDC office within 50 miles of the job site. This office shall be staffed with applications engineers, software engineers and field technicians. This office shall maintain parts inventory and shall have all testing and diagnostic equipment necessary to support this work, as well as staff trained in the use of this equipment.
2. The installer shall be certified as a trained, approved installer by the Building Controls Systems Manufacturer. The certification shall be for the type and version of the product to be installed in this project.
3. The installer shall have completed the Building Control Systems Manufacturer's classes on the control system. The installer shall present for review the certification of completed training, including the hours of instruction and course outlines upon request.
4. Single Source Responsibility of Supplier: The Control System Contractor shall be responsible for the complete installation and proper operation of the control system. The Control System Contractor shall exclusively be in the regular and customary business of design, installation and service of computerized building management systems similar in size and complexity to the system specified. The Control System Contractor shall be the manufacturer of the primary DDC system components or shall have been the authorized representative for the primary DDC components manufacturer for at least 5 years.
5. Product Qualification:
 - All products used in this installation shall be new, currently under manufacture, and shall not be used as a test site for any new products unless explicitly approved by the Engineer in writing. Spare parts shall be available for at least 5 years after completion of this contract.
 - All controllers shall be capable of containing and executing factory designed and tested, pre-engineered control algorithms. Factory tested algorithms shall be utilized to meet the sequence of operation (except as noted).
 - All products shall be available to multiple installers. The manufacturer shall have at least 3 installation and service providers within 100 mile radius.

Registration of contractors and subcontractors.

1. The contractor, whether serving as a prime contractor or not, shall be registered with Labor Relations Division of the New Mexico Department of Workforce Solutions. Additionally, each contractor, prime contractor or subcontractor is required to be registered pursuant to Section 13-4-13.1(A) NMSA 1978. Bidder shall provide proof of such registration with their bid, including their registration number. Bids submitted without this proof shall not be accepted.

After the bid opening, the registration number(s) will be verified by the County and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors with work proposed over sixty thousand dollars (\$60,000). It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.

2. Prevailing wage and benefit rates determined; minimum wages and fringe benefits on public works; weekly payment; withholding funds.

The minimum wages and fringe benefits to be paid to various classes of laborers and mechanics for this project, as determined by the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions are specified in Appendix F. The contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined by the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions to be the prevailing wage rates and prevailing fringe benefit rates for this project.

Contractor agrees to post the prevailing wage rates and prevailing fringe benefit rates to be paid in a prominent and easily accessible place at the site of the work. Contractor further agrees that there may be withheld from the contractor, subcontractor, employer or a person acting as a contractor so much of accrued payments as may be considered necessary by the contracting officer of Valencia County to pay to laborers and mechanics employed on the project the difference between the prevailing wage rates and prevailing fringe benefit rates required by the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions to be paid to laborers and mechanics on the work and the wage rates and fringe benefit rates received by the laborers and mechanics and not refunded to the contractor, subcontractor, employer or a person acting as a contractor or the contractor's, subcontractor's, employer's or person's agents.

An Indication of Concurrence is required.

3. Failure to pay minimum wage; termination of contract.

In the event that it is found by the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions that any laborer or mechanic employed on the site of the project has been or is being paid as a result of a willful violation a wage rate or fringe benefit rate less than the rates required, Valencia County, by written notice to the contractor, subcontractor, employer or person acting as a contractor, terminate the right to proceed with the work or the part of the work as to which there has been a willful failure to pay the required wages or fringe benefits, and Valencia County may prosecute the work to completion by contract or otherwise, and the contractor or person acting as a contractor and the contractor's or person's sureties shall be liable to the state for any excess costs occasioned thereby. Any party receiving notice of termination of a project or subcontract pursuant to the provisions of this section may appeal the finding of the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions as provided in the Public Works Minimum Wage Act.

An Indication of Concurrence is required.

4. Bid security.

Bidder agrees to provide bid security in an amount equal to at least five percent of the amount of the bid. Bid Security shall be a bond provided by a surety company authorized to do business in this state and who is approved in federal circular 570 as published by the U.S. Treasury Department, or the equivalent in cash, or a certified or cashier's check made payable to Valencia County or other form satisfactory to Valencia County.

By submitting a 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. Valencia County shall 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 procurement has been cancelled.

The Bid Bond form is found at Appendix G. An Indication of Concurrence is required.

5. Performance and payment bonds.

The following bonds or security shall be delivered to Valencia County and shall become binding on the parties upon the execution of the contract. The performance and payment bonds may be submitted with the bid or may be provided separately but must be delivered to the Valencia County Purchasing Department prior to the scheduled date of contract execution. If a contractor fails to deliver the required performance and payment bonds as specified, the contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. The cost of the bonds may be included in the bid.

(a) a performance bond satisfactory to Valencia County, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(b) a payment bond satisfactory to Valencia County, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

The Performance Bond form is found at Appendix H. The Payment Bond form is found at Appendix I. An Indication of Concurrence is required.

6. Bonding of subcontractors.

Contractor shall require each subcontractor to provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

An Indication of Concurrence is required.

7. Listing of subcontractors.

The subcontractor listing threshold for this project is five thousand dollars (\$5,000). Any bid submitted in response to this solicitation shall set forth:

(a) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and

(b) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

Compliance with this requirement shall be by completing and submitting the "Subcontractor Listing" found at Attachment J.

Any bid submitted by a contractor who fails to comply with this listing requirement is a nonresponsive bid which shall not be accepted by Valencia County.

8. Statements of Intent to Pay Prevailing Wages and the Affidavits of Wages Paid

Contractor and all contracting tiers must file a Statement of Intent to pay prevailing wages (intent), and an Affidavit of Wages Paid (affidavit). The intent form must be filed with Valencia County within three (3) business days of the award of each respective contract. Payments will not be made to a non-compliant contractor until an intent form is filed. Contractor must insure, when a project has been completed, the Affidavits of Wages Paid are sent to Valencia County.

An Indication of Concurrence is required.

9. Biweekly submission of certified weekly payroll records.

Contractor and all tiers of subcontractors shall submit certified weekly payroll records to Valencia County, on a biweekly basis, and to the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions, when requested by the Director, or an interested party such as contractors, contracting agencies, labor organizations and contractor associations. Contractors shall levy requirements on subcontractors, as required, to insure compliance with this requirement.

An Indication of Concurrence is required.

10. Examination of bidding documents and site.

Before submitting its bid, each bidder shall (a) examine the bidding documents thoroughly, (b) visit or otherwise examine the site to familiarize themselves with local conditions that may in any manner affect performance of the work, (c) familiarize themselves with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate their observations with the requirements of the contract documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this Section IV.E.10 and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.

An Indication of Concurrence is required.

V. BID OPENING, PROCESSING AND AWARD

This section describes how bids received are handled and assessed. It also describes how the award process works as well as the role of the Contract provided in Appendix B and the role of Purchase Orders that may follow Contract award.

A. BID RECEIPT

Bids shall be accepted unconditionally per NMSA 1978, Section 13-1-105 (2005). Only those bids received before the deadline for the receipt of bids will be considered. Bids received after the deadline (“late bids”) will be retained in the procurement file, unopened, and shall not be considered for award.

B. BID OPENING

Bids will be opened and read in public in accordance with Section 13-1-107 of the New Mexico Procurement Code. See Section II.B.7, above, for specific information.

C. EVALUATION PROCESS

1. Compliance Review

After the required public opening and reading, all timely receive bids will be reviewed for compliance with the requirements and specifications stated within the IFB. Proposals deemed non-responsive to any mandatory requirement or specification may be disqualified.

2. Clarifications

The Procurement Manager or Purchasing Agent may contact the Bidder for clarification of the response as specified in Section II.B.8.

3. Other Information Sources

The County may use other sources of information to confirm the validity of bids submitted and the ability of the Bidder to perform as specified in Section II.C.15.

4. Bid Tabulation

The bid price(s) on the Bid Form from timely received and responsive bids will be tabulated (price compared) to identify the lowest price(s) bid. If applicable, the price(s) bid will be adjusted (for comparison and award purposes only) for those Bidders that have submitted a valid Preference Certificate with their bid.

5. Discrepancies in Price(s)

In case of an error in the Extended Price and Unit Price, the Unit Price shall govern.

6. Determination of Lowest Price

After completion of the bid tabulation, the County will examine the results to determine which Bidder offers the lowest price to the County in accordance with the specifications and terms and conditions set forth in the Invitation for Bids.

7. Public Notification of Bid Tabulations and Contract Awards

Bid tabulations and awarded Contracts will be posted to our website within approximately two (2) weeks after the bid opening date. To access go to <http://www.co.valencia.nm.us/> and select the "Purchasing" link on the page.

D. AWARD AND ORDER PROCESS

1. Contract Award

Upon selection for possible Contract award, the County will add the Contractor's name and signatory information to the signed Contract (Appendix B) submitted by the Bidder and it will be submitted to the appropriate approving authority with a recommendation for award.* Once approved and signed by that approving authority the Contract is officially awarded.

*Bidders may place their company name and signatory information in the highlighted areas of the signed Contract they submit, if desired.

2. Order(s)

A successful Bidder SHOULD NOT begin to deliver products or begin performance based solely on Contract award as detailed above. A successful Bidder may only deliver products or begin performance AFTER the receipt of an approved Purchase Order issued by the Valencia County Purchasing Department. Failure to comply is AT THE CONTRACTOR'S RISK and the County shall not be liable to pay for any products delivered or services performed prior to the issuance of an approved Purchase Order.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Invitation for Bids

Valencia County Judicial Complex HVAC Controls Renovation

Valencia County IFB #VCB-FY17-005

In acknowledgment of receipt of this Invitation for Bids, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix "N".

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than October 11, 2016.

The firm listed below does/does not (circle one) intend to respond to this Invitation for Bids.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

Michelle Romero
Valencia County Purchasing
444 Luna Ave, Suite 100A
Los Lunas, NM 87031
Phone: (505) 866-2005
Fax: (505) 866-2424
E-mail: michelle.romero@co.valencia.nm.us

APPENDIX B

VALENCIA COUNTY CONSTRUCTION AGREEMENT Between

**Valencia County
And (CONTRACTOR)
IFB-VCB-FY17-005**

This Agreement entered into this _____ day of _____, 2016, by and between the parties as follows:

Owner	Contractor
Valencia County	Name of Contractor
Po Box 1119	Address
Los Lunas, NM 87031	City, State, Zip
	License Number

The Project Name: Valencia County Judicial Complex HVAC Controls Renovation, IFB#VCB-FY17-005

The Owner Representative / Special Projects is: VALENCIA COUNTY

The Project Architect is: NONE

Owner and the Contractor agree as set forth below.

1. THE CONTRACT DOCUMENTS

1.1 The term "Contract Documents" shall consist of the following and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

Agreement between Owner and Contractor

Request for Proposal Documents Completed Proposal Form

Performance Bond

Labor and Material Payment Bond

General Conditions and Supplementary Conditions Drawings

Specifications

State and Federal wage rate determinations as applicable

All issued Addenda

Notice to Proceed

Authorized Change Orders

2. THE WORK

2.1 This contract shall include the Work as required by the Contract Documents.

3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Agreement shall commence within ten (10) days of the date of the Notice to Proceed and, subject to authorized adjustments, Substantial Completion shall be achieved not later than _____, 2017, which is 120 calendar days from date of Contract Award.

3.2 The Parties acknowledge that it is difficult to determine actual damages, should Contractor fail to perform by the date(s) specified in the Contract Documents, and further agree that the amount specified for Liquidated Damages is not unreasonable, nor punitive in nature. Liquidated Damages may be assessed to the Contractor at Owner's discretion at \$1000.00 per day, for days beyond time agreed upon for Substantial Completion.

4. CONTRACT SUM

4.1 Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, including all applicable New Mexico Gross Receipts Tax (NMGRT). The Contract Sum is determined as follows:

Base Bid: \$ _____

NMGRT on above amounts: \$ _____

Total Contract Amount: \$ _____

5. PROGRESS PAYMENTS

5.1 Progress payments shall be in accordance with General Conditions Section 9.5

6. FINAL PAYMENT

6.1 Final payment shall be made in accordance with General Conditions Section 9.8

7. MEDIATION

7.1 In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator.

In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon. In the event this Agreement results in dispute, mediation, arbitration, litigation or settlement, the prevailing party of

such action shall NOT be entitled to an award of attorneys' fees and/or costs, except as otherwise specifically provided herein.

8. NOTICES

8.1 Should any contractual or technical questions arise throughout the contract period, notice shall be delivered by the Contractor as follows:

Contractual Questions Owner:

Technical Questions (Architect)

9. CONDUCT ON OWNER'S PROPERTY AND WORK SITE

9.1 The Contractor shall require all persons in its employ, directly or by subcontract, and all representatives of suppliers to comply with the contractor's safety policy in the work area. Owner's policies on Equal Opportunity / Affirmative Action, Drug Abuse, and Harassment apply while on Institute property and construction sites.

10. REFERENCE STANDARDS

10.1 In the event of contradiction, the Contract Documents shall take precedence over the requirements of industry or other standards referenced in the Specifications and Drawings.

Provisions of reference standard specifications shall not be construed or effective to change the duties and responsibilities of Owner, the Contractor, or the Architect from those set forth in the General and Supplementary Conditions.

11. RECORD DOCUMENTS

11.1 Nothing in the General Conditions shall be construed to limit the requirements for Record Documents.

11.2 It is Owner's intent that Record Documents shall provide very detailed information regarding the Work of this contract as well as the existing site conditions encountered.

11.3 Except as otherwise specified, the Contractor shall be required to provide accurate Record Documents for each portion of the Work as part of its bid for that portion of the Work, without additional cost to Owner.

12. LICENSED BY THE STATE OF NEW MEXICO

12.1 All Contractors and Subcontractors are required to be licensed by the State of New Mexico and shall continue to be so licensed for the term of the Contract.

12.2 The rights and obligations provided for in the agreement shall become effective and binding upon the signature of both parties.

OWNER: _____

CONTRACTOR: _____

Name

Name

Signature

Signature

Date

Date

OWNER'S GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

=====

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1. GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 The term "Contract Documents" shall mean the Agreement, General and Supplementary Conditions, completed Proposal Form, Drawings, Specifications, and authorized Addenda and Change Orders.

1.1.2 The term "Proposal Documents" shall mean all of the Contract Documents, Advertisement for Proposals, Instructions to Proposers, and other information provided for the purpose of preparation of proposals for performance of the Work.

1.1.3 The term "Contract" shall mean this Contract, entered into by virtue of these complete Proposal Documents. The term "contract(s)" shall mean any other contract(s), separate and distinct from this Contract.

1.1.4 The term "Contract Sum" shall mean the dollar amount stated in the Agreement, or that amount as modified by Change Order, including the Base Proposal, awarded Proposal Lots, Additive Alternates, and applicable Unit Prices as stated in the Proposal Form.

1.1.5 The term "Addendum" or "Addenda" shall mean a change or changes to the Proposal Requirements and Contract Documents issued by the Architect prior to proposal due date.

1.1.6 The term "Change Order" shall mean a written order from the Architect to the Contractor issued after execution of the Contract authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time, and, which when fully executed, shall be signed by the Contractor, the Architect, and Owner, or their respective representatives.

1.1.7 "The Work" comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.8 "The Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.9 "Notice to Proceed" shall mean written notice to the Contractor from Owner's representative(s) to begin performance of the Work required by the Contract Documents.

1.1.10 Unless otherwise provided, the "Contract Time" is the period of time allotted in the Contract Documents from date of Notice to Proceed to Substantial Completion of the Work, including authorized adjustments thereto.

1.1.11 The actual date of "Commencement" of the Work shall not be later than ten (10) days after the date of receipt of Notice to Proceed.

1.1.12 The actual date of "Substantial Completion" of the Work or designated portion thereof is the date certified in writing by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

1.1.13 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

1.1.14 The term "New Mexico Gross Receipts Tax" or "NMGR" as used in the Contract Documents, in Applications for Payment, and in Certificates for Payment shall be defined as including all applicable Local Options Taxes.

1.1.15 "Drawings" and "drawings" shall be any plans, details, sections, elevations, and other drawings under title of this project.

1.1.16 "Specifications" shall mean the written, qualitative requirements for products, materials, and workmanship, as well as written procedural and administrative requirements of the Work. All Sections of Divisions 1 through, and including Division 49, are Specifications.

1.1.17 "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

1.1.18 "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials, product or system for some portion of the Work.

1.1.19 "Samples" are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

1.1.20 The terms "approved" and "directed" shall mean as approved and directed by the Architect.

1.1.21 "Best", "good" and "proper" shall signify the best possible and most workmanlike manner and using the best materials known to the trade.

1.1.22 "Furnish" shall mean to supply and deliver to the project site, ready for installation. "Install" shall mean to place in position, ready for service or use. "Provide" shall mean to furnish and install, complete and ready for intended use.

1.2 INCORPORATION OF DOCUMENT

1.2.1 The Supplementary Conditions, Division 1 - General Requirements, Notice to Proceed, and the Technical Specification Sections of Divisions 1 through 32, are incorporated into these General Conditions.

1.2.2 The General Conditions and Supplementary Conditions of the Contract, and Division 1 Sections apply to all other Divisions and Sections of the Specifications.

1.2.3 In the event of contradiction, these General Conditions shall take precedence over requirements of the Specifications and Drawings.

1.2.4 Titles to divisions and paragraphs in the specifications are made for convenience only, and are not to be taken as a correct separation of units of labor, materials and subcontracts. No responsibility is assumed by Owner or Architect for the omission or duplication made by the Contractor or subcontractors.

1.2.5 The Drawings and Specifications are complementary each to the other and what is called for by one shall be as binding as if called for by both. Where conflicting, Specifications shall take precedence over Drawings and large scale Drawings and Details shall take precedence over small scale Drawings.

1.2.6 If any error, omission or inconsistency in the Drawings or Specifications is discovered, it must be brought to the attention of the Architect immediately for interpretation. In general, in case of any discrepancy, the better quality and/or larger quantity shall be required.

1.3 SITE VISIT

1.3.1 The site for the subject construction is defined in Request for Proposal Instruction to Proposers. Contractor shall hold Owner harmless from damage from trespassing on property of others. There shall be no dumping of construction debris or other material on Owner's property. Any material requiring special handling by Federal or State law shall be removed in compliance with the requirements of those laws. All such material shall be removed from the site by the Contractor.

1.3.2 By executing the Contract, the Contractor represents that the site has been visited, the Contractor is familiar with the local conditions under which the Work is to be performed, and the Contractor has correlated observations with the requirements of the Contract Documents.

2. ARCHITECT

2.1 DEFINITIONS

2.1.1 The "Architect" is the person lawfully licensed to practice architecture in New Mexico and employed by Owner as its immediate representative for planning, design, construction and related projects. The Architect may also function as the Project Architect for in-house and other projects.

2.1.2 The "Project Architect" is a person lawfully licensed to practice architecture in New Mexico, or an entity lawfully practicing architecture in New Mexico who is employed by Owner as its representative for the particular Project identified in the Contract Documents.

2.1.3 When used alone and without further modification, the term "Architect" shall mean the Project Architect, or the Project Architect's designated representative. Frequently in the technical specifications the Architect is referred to as the Engineer. In those instances, the term Engineer shall mean the Project Architect or his representative. This reference to Engineer is for managing the Project only.

2.1.4 The "Special Projects Director" is the Owner's representative responsible for oversight of the project's construction. That individual is an employee of the Owner.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract as hereinafter described.

2.2.2 The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

2.2.3 The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform the functions of the Contract Documents.

2.2.4 Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will make recommendations to Owners' Representative for Contract Management (herein also referred to as ORCM) for determination of the amounts owing to the Contractor. Without abrogating any of the duties and responsibilities assigned by law to the Architect of Record, the ORCM will make final determinations and will issue Certificates for Payment in such determined amounts.

2.2.5 The Architect will be the interpreter of the construction requirements.

2.2.6 The Architect will have authority to reject work which does not conform to the Contract Documents. The Architect will have authority to require special inspecting and testing of the work.

2.2.7 The Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.8 The Architect will prepare Change Orders in accordance with Owners' policy, and as provided elsewhere in this Document.

2.2.9 The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Architect for Owners' review written warranties and related documents required by the Contract and assembled by the Contractor, and will advise Owners' Representative for Contract Management regarding the issuance of a final Certificate for Payment upon compliance with the requirements as specified elsewhere in this document.

3. OWNER

3.1 DEFINITION

3.1.1 The term "Owner" means the County of Valencia, a body corporate and public, and it is the Owner of the Project. The term "Owner", as used in the technical specifications sections of the Contract Documents refers to Owner.

3.2 INFORMATION AND SERVICES REQUIRED OF OWNER

3.2.1 Information or services under Owners' control shall be furnished by Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.2 Unless otherwise provided in the Contract Documents, the Contractor will furnish, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work. Normally, Owner may forward instructions to the Contractor through the Architect.

3.3 OWNERS' RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work or, if in the opinion of Owners' representative fails to carry out the Work in accordance with the Contract Documents, Owner may by written order direct the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. This right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required elsewhere in these Conditions.

3.4 OWNERS' RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or fails, in the opinion of Owners' representative, to carry out the Work in accordance with the Contract Documents (within seven (7) days after written notice from Owners' representative) to commence and continue correction of such default or neglect with diligence and promptness; Owner may require Contractor to reimburse the cost of correcting the deficiencies. Seven (7) days following additional written notice to the Contractor and without prejudice to any other remedy, Owner may require compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such compensation, the Contractor shall promptly pay the difference to Owner upon demand, and shall be responsible to the Owner for any attorney's fees and costs incurred in seeking compensation to correct the deficiencies.

4. CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the Proposer whose proposal is accepted by Owner and with whom a written contract is entered. The term "Contractor" means the Contractor or its authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents. Any error, inconsistency or omission discovered by the Contractor shall be reported to the Architect for resolution before any further action is taken by the Contractor. The Contractor shall perform no work outside the scope of the Contract Documents.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to Owner for the acts and omissions of its employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor or with a Subcontractor or supplier.

4.3.3 The Contractor shall at all times enforce strict discipline and good order among the employees. Any employee shall be skilled in the task assigned.

4.3.4 Unless otherwise agreed between Owner and Contractor in writing, Contractor is ultimately responsible for the performance of the work.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.5 WARRANTY, GUARANTEE, WORKMANSHIP, MATERIALS

4.5.1 All Work shall be warranted and guaranteed against faulty materials and workmanship for a period of not less than one (1) year from date of Substantial Completion of the whole Work by the Prime Contractor. Work by subcontractors substantially completed before Substantial Completion by the Prime Contractor shall carry additional warranties through Substantial Completion by the Prime Contractor. All suppliers and subcontractors shall be required by their respective contractors to provide this warranty and guarantee to Owner.

4.5.2 Equipment shall bear the manufacturer's standard warranty in addition to Contractor's one (1) year materials guarantee and workmanship warranty.

4.5.3 N/A

4.5.4 N/A

4.5.5 Workmanship shall conform to industry standards and shall be executed by experienced, skilled and competent craftsmen. Materials shall be best grade, new and/or as specified. Upon acceptance of the project, all brochures, manuals, and operating procedures of equipment shall be turned over to Owner.

4.5.6 In the event of contradiction concerning warranties and guarantees, these General Conditions shall take precedence over requirements of the Specifications and Drawings. Warranties and guarantee requirements in the technical specifications for specific items shall apply only to the items of those specifications.

4.6 STANDARD, EQUALS, SUBSTITUTES, SUBMITTALS

4.6.1 Materials and equipment specified by manufacturer, name or number, shall be considered as establishing standards for Work. No substitute materials or equipment shall be used except by prior approval of the Architect. Proposed substitute materials and/or equipment shall be equal in size, grade and quality, and the Architect shall be the only judge of the suitability for use in the Work.

4.6.2 Unless otherwise specified, after award of the Contract and Notice to Proceed, Contractor shall make submittals of Product Data and Samples.

4.6.3 When a trade name is specified it shall be standard. The Contractor shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

4.6.4 Owner will not bind the Architect to consider requests for approval of any material, apparatus or appliance after the expiration of forty-five (45) days after notification to begin work if in the opinion of Owner/Architect such request would cause delay due to either (1) time necessary to investigate and study requested substitutions or (2) time necessary to order materials/equipment.

4.6.5 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.6.6 By approving and submitting suppliers' and Subcontractors' Shop Drawings, Product Data and Samples, the Contractor has verified that such submittals comply with the requirements of the Contract Documents.

4.6.7 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or samples as provided elsewhere in this Document unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for submission of Shop Drawings, Product Data or Samples for review by the Architect.

4.6.8 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.

4.6.9 No portion of the Work requiring submission of a Shop Drawing, Product Data or Samples shall be acceptable without the prior approval by the Architect.

4.6.10 Sample shall be commenced until the submittal has been approved by the Architect. All such portions of the Work shall be in accordance with approved submittals.

4.7 MANUFACTURER'S DIRECTIONS

4.7.1 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by manufacturer unless otherwise specified, or directed by the Architect.

4.8 DEFECTIVE PERFORMANCE

4.8.1 All Work not conforming to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall furnish satisfactory evidence as to the kind and quality of workmanship, materials and equipment.

4.9 PERMITS, FEES AND NOTICES

4.9.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the proposal is awarded.

4.9.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4.9.3 It is the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor believes any of the Contract Documents are at variance therewith in any respect, the Contractor shall promptly notify the Architect, the Special Projects Director and the Chief Procurement Officer in writing, and any necessary changes shall be accomplished by appropriate modification. If the appropriate Owners' representative determines that the Contract Documents are not at variance with applicable laws, statutes, building codes and regulations, and so directs; the Contractor shall continue performance of the Work in accordance with the Contract Documents.

4.9.4 If the Contractor performs any Work having reason to believe it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, the Special Projects Manager and Chief Procurement Officer, the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.9.5 Testing and sampling fees and responsibility for testing and sampling fees are covered elsewhere in this document.

4.10 SUPERINTENDENT

4.10.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. To the extent practicable Contractor shall maintain a written log of communication that the Contractor reasonably believes to be important.

4.11 PROGRESS SCHEDULE AND SCHEDULE OF VALUES

4.11.1 The Schedule of Values shall include a line item for Contract Closeout Requirements. Unless otherwise agreed to by Owners' Representative for Contract Management and the Contractor, the Contract Closeout line item shall be calculated as three (3) percent of the total Contract Sum, excluding taxes. Additionally, Owner shall have the right to add additional items to the schedule of values, subject to mutual agreement of Owner and Contractor.

4.11.2 The Contractor, within ten (10) days of the date of Notice to Proceed, shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule shall accompany the Contractor's Applications for Payment, current, with columns showing the following for each portion of the Work: 1) Scheduled Value; 2) Previous Applications; 3) Work in Place; 4) Stored Materials; 5) Total Stored and Completed to Date; 6) Percentage Completed; and 7) Balance to Finish.

4.11.3 The Schedule of Values shall include a line item for Project Closeout Requirements. Additionally, the Owner shall have the right to add additional items to the schedule of values, subject to mutual agreement of the Owner and Contractor.

4.12 DOCUMENTS AND SAMPLES AT THE SITE

4.12.1 The Contractor shall maintain at the site for Owner one record copy of all Drawings, Specifications, Addenda, approved Shop Drawings Product Data and Samples, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction. These records shall be made available to Owner at all times during the term of the Work. A legible copy of as built or record documents shall be delivered to the Architect upon completion of the Work.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 Unless otherwise specified, the Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of Owner or the work of any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of Owner or any separate contractor except with the written consent of the Architect.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by the operation. At completion of the work the Contractor shall have removed all of the waste materials and rubbish from and about the Project and all tools, construction equipment, machinery and surplus materials. Any waste materials and rubbish defined as hazardous or requiring specific disposal requirements under any law, ordinance, or regulation shall be disposed of in accordance with the applicable law, ordinance or regulation.

4.15.2 If the Contractor fails to clean up at the completion of the Work, Owner may do so and the cost thereof shall be charged to the Contractor.

4.15.3 All clean, uncontaminated soils excavated and not reused at the site for the Work in accordance with the Contract Documents shall be transported and dumped by the Contractor at the Contractors expense.

4.16 UTILITIES LOCATION AND SHUTOFF

4.16.1 Compliance shall be required with Chapter 62, Article 14 NMSA 1978, the New Mexico State Code regarding the location, excavation and protection of utilities. Responsibilities for the location of existing utilities, their protection, and repair of damaged utilities shall be assigned in accordance with Chapter 62, Article 14 NMSA 1978. The New Mexico One Call number for requests for location of utilities is 1-800-321-2357.

4.16.2 The Contractor shall submit to the Architect a written request to schedule construction activities which require interruption of any power, water, sewer, laboratory or natural gas, steam, chilled water, vacuum, compressed air, HVAC, security, fire alarms or suppression, or any other systems, or which will impede pedestrian traffic, emergency egress, or vehicle access of any kind.

4.16.3 Unless a longer time period for notification of request is required by the Specifications or Drawings, the Contractor shall submit his written request not less than twenty one (21) days before all intended utilities shutoffs. In no case shall the period for notification be less than twenty one (21) days.

4.16.4 The Contractor's request for approval of shutoffs or impediment of access shall state the nature of the task, the anticipated duration of the activity, and the impact the Work will have on adjacent facilities and users.

4.16.5 Written approval of the Architect shall be received before commencement of any Work requiring shutoff of a utility, or impediment of any access.

4.16.6 Unless otherwise instructed in writing by the Architect, the actual closing and opening of valves and switches for shutoff and reconnection of utilities and services shall be performed by Owner's Facilities Management personnel only.

4.17 COMMUNICATIONS

4.17.1 Except as provided in the Contract Documents, the Contractor shall forward all communications to Owner through the Architect unless directed otherwise in writing by the Chief Procurement Officer. The Contractor shall respond immediately to requests made of it by the Chief Procurement Officer directly to the Chief Procurement Officer and by the Architect to the Architect.

4.18 ROYALTIES AND INFRINGEMENTS

4.18.1 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any intellectual property rights including patent, copyright, and trademark rights, and shall save Owner harmless from loss on account thereof, except that Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent; the Contractor shall be responsible for such loss unless the information is promptly given to the Architect and Chief Procurement Officer.

4.19 INDEMNIFICATION

4.19.1 The Contractor shall indemnify and hold harmless Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Contract Documents.

5. SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work. The term Subcontractor does not include any contractor under a separate contract with Owner or its Subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Subcontractor means a Subcontractor or an authorized representative thereof.

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 All Subcontractors shall enter into a written agreement with the Contractor providing for the performance of the work to be performed. That agreement shall incorporate by reference this Contract and shall require the Subcontractor to comply with the Contract Documents to the extent of the work to be performed by that Subcontractor. Further, each Subcontractor shall incorporate the Contract Documents and the agreement with the Contractor into any Subcontract for performance of work on the project.

5.2.2 In the event the Contractor desires to perform in-house Work of a listed Subcontractor, add a Subcontractor, or replace a Subcontractor listed on the Proposal Form; Owner must first consent to the substitution in accordance with the Subcontractors Fair Practice Act. Any costs incurred by Owner because of Contractor's failure to comply with the Subcontractors Fair Practice Act shall be paid by Contractor, and may be deducted from any amount due it, together with reasonable attorney's fees.

5.2.3 Requests for consent of Owner to substitute Subcontractors, or to perform in-house Work of a Subcontractor, supplement a Subcontractor shall be submitted to Owner designated representative.

6. WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNERS' RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 Owner reserve the right to perform work related to the Project with its own forces, or to permit contractors of the bonding company to complete the Work, or to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by Owner, such claim shall be made as provided elsewhere in the Contract Documents.

6.1.2 Owner will provide for the coordination of the work of their own forces and of each separate contractor with the Work of the Contractor. The Contractor shall cooperate with Owner.

6.2 SEPARATE AND OTHER CONTRACTORS

6.2.1 This Contractor shall cooperate with all separate contractors with whom Owner shall have contracted for on this entire Project.

6.3 MUTUAL RESPONSIBILITY

6.3.1 The Contractor shall afford Owner and separate contractors reasonable space for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents. Under no circumstances shall Owner be liable for off-site storage space.

6.3.2 If any part of the Contractor's Work depends upon proper execution or results of the work of Owner or of any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable. Failure of the Contractor so to report shall constitute an acceptance of Owner or separate contractors' work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work by others.

6.3.3 Any costs caused by defective or improperly scheduled work shall be borne by the party responsible therefor.

6.3.4 Should the Contractor cause damage to the work or property of Owner or to other work on the site, the Contractor shall promptly remedy such damage.

6.3.5 Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues Owner on account of any damage alleged to have been caused by the Contractor, Owner shall notify the Contractor who shall defend such proceedings at the Contractors expense, and if any judgment or award against Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse Owner for all attorneys' fees and court costs which Owner have incurred.

6.4 OWNER RIGHT TO CLEAN UP

6.4.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, Owner may clean up and charge the cost thereof to the Contractors.

7. MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW OF THE STATE OF NEW MEXICO

7.1.1 The Contract shall be governed by the law of the State of New Mexico. All applicable state laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full. Venue for any action arising out of this contract will lie only in the Thirteenth Judicial District Court in Valencia County.

7.1.2 The criminal laws of New Mexico prohibit bribes, gratuities and kickbacks (30-24-1 NMSA 1978; 30-24-2 NMSA 1978; 30-41-1 to 30-41-3 NMSA 1978).

7.2 PAYMENT OF TAXES

7.2.1 Contractor shall be required to pay applicable New Mexico Gross Receipts Tax on the total contract amount, including any increases in taxes which may become effective after the contract is executed.

7.2.2 Applicable New Mexico Gross Receipts Tax on the bid amount shall be shown as a separate amount on each billing or request for payment made under any Contract that may be made as a result of this proposal.

7.2.3 Owner shall pay New Mexico Gross Receipts Tax on all amounts due the Contractor under this Contract, not to exceed the effective rate of the municipality or county in which the project is constructed. Owner shall pay the Contractor any additional New Mexico Gross Receipts Tax that may become effective in the municipality or county where the construction project is located after the contract has been entered into.

7.3 EQUAL EMPLOYMENT OPPORTUNITIES

7.3.1 The Contractor(s) and Subcontractor(s) working on this contract shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions, or privileges of employment, or because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status. Breach of this covenant may be regarded as a breach of the contract.

7.4 SUCCESSORS AND ASSIGNS

7.4.1 The Contractor binds itself, its partners, successors, assigns and legal representatives to Owner in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract in whole or in part. The Contractor shall not assign any moneys due or to become due to it hereunder. Owner shall not give any effect to assignment of monies due except only as directed by a court having jurisdiction over Owner.

7.5 WRITTEN NOTICE

7.5.1 Except regarding the Notice to Proceed, written notice shall be deemed to have been duly served if delivered in person to the Contractor or Contractor's representative or by prepaid mail to the firm or entity or to an officer of the corporation for whom it was intended. If sent by certified mail, it is not necessary that the Contractor receive notice once it has been mailed.

7.6 CLAIMS FOR DAMAGES

7.6.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts the Contractor is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. If damage occurs to the Contractor, a notice to Owner shall be given in the manner and within the time set forth in the New Mexico Tort Claims Act.

7.6.2 If the Contractor defaults or fails, in the opinion of the Owners' representative, to carry out the Work in accordance with the Contract Documents and within seven days after written notice from the Owner representative fails to commence and continue correction of such default or neglect with diligence and promptness; Owner may require Contractor to reimburse the cost of correcting the deficiencies. Seven days following additional written notice to the Contractor and without prejudice to any other remedy, Owner may require compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such compensation, the Contractor shall promptly pay the difference to Owner upon demand, and shall be responsible to the Owner for any attorney's fees and costs incurred in seeking compensation to correct the deficiencies.

7.7 RIGHTS AND REMEDIES

7.7.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.7.2 No action or failure to act by Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract. Any acquiescence, or breach thereunder, except as may be specifically agreed in writing, shall not constitute such a waiver.

7.7.3 In the event that the Contractor is in default or violation of this contract and Owner employs attorneys or incurs other expenses that it may deem necessary to protect its rights under this Contract, the Contractor shall pay reasonable attorney's fees and expenses so incurred by Owner.

7.8 LIQUIDATED DAMAGES AS A RESULT OF DELAY BY CONTRACTOR

7.8.1 Though not to be Owner' only remedy, Liquidated Damages in the amount specified in the Contract Documents and agreed to per day for failure to complete Work in time specified shall be due Owner from the Contractor, as provided in the Contract Documents.

7.8.2 Parties to this Contract acknowledge that it is difficult to determine actual damages, should Contractor fail to perform by the date(s) specified in the Contract Documents. Parties further agree that the amount specified for Liquidated Damages is not unreasonable, nor punitive in nature.

7.9 TESTS

7.9.1 If the Contract Documents, the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests, or approvals.

7.9.2 Notwithstanding the foregoing paragraph, if the Architect determines that any Work requires special inspection, testing, or approval, he will, upon written authorization from Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give timely notice. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof including compensation for the Architect's additional services made necessary by such failure; otherwise Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.9.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Architect.

7.9.4 The Architect may from time to time observe the inspections, tests or approvals required by the Contract Documents, where practicable, at the source of supply.

8. COMMENCEMENT AND PROGRESS

8.1 TIME

8.1.1 All time limits stated in the Contract Documents are of the essence.

8.1.2 The Contractor shall be required to commence Work under this Contract not later than ten (10) days after the date of the Notice to Proceed. It shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2 DELAYS AND EXTENSIONS OF TIME

8.2.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of Owner or the Architect, or by any employee of either, or by any separate contractor employed by Owner or by changes ordered in the Work, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseen, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by Owner or by any other cause which Owner grant, may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as Owner may determine.

8.2.2 Any claim for extension of time shall be made in writing to the Architect not more than twenty (20) days after the commencement of the delay; otherwise it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.2.3 This Paragraph shall not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

9. PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 The Contractor, within ten (10) days of the date of Notice to Proceed, shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule shall accompany the Contractor's Applications for Payment, current, with columns showing the following for each portion of the work: 1) Scheduled Value; 2) Previous Applications; 3) Work in Place; 4) Stored Materials; 5) Total Stored and Completed to Date; 6) Percentage Completed; and 7) Balance to Finish.

9.2.2 The Schedule of Values shall include a line item for Project Closeout Requirements. Additionally, the Owner shall have the right to add additional items to the schedule of values, subject to mutual agreement of the Owner and Contractor.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Within twenty-one (21) days of the date for each progress payment, the Contractor shall submit to the Architect and Owner' Representative for Contract Management a correct, itemized, undisputed Request or Application for Payment, notarized, supported by the current schedule of values statement and such other data substantiating the Contractor's right to payment as the ORCM and the Architect may require, as provided elsewhere in the Contract Documents. Payment of any corrected, re-submitted, and approved Application for Payment shall be within twenty-one (21) days following the re-submittal date of the application.

9.3.2 The period of construction Work covered by each Application for Payment is the calendar month within which the Application for Payment is made. Application for Payment should be received on or before the twenty-fifth (25th) day of the construction period, and the progress payment will be made thereafter in accordance with the Retainage Act.

9.3.3 Unless otherwise provided in the Contract Documents, payments will be made for materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by Owner, payments may similarly be made for materials or equipment suitably stored at some other location, upon compliance with the following requirements:

9.3.4 Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to Owner to establish Owner title and access to such materials or equipment or otherwise protect Owner interest.

9.3.5 Payments for materials or equipment stored off-site shall only be made to the Contractor if a Financing Statement and Security Agreement approved by Owner is properly signed and filed. Owner may impose other conditions it determines appropriate prior to payment.

9.3.6 The Contractor shall warrant that title to all Work, materials and equipment covered by an application for payment will pass to Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances.

9.3.7 Contractor shall timely pay Subcontractors and laborers. Owner, in its sole discretion, may issue joint checks to a governmental agency, the courts and/or Subcontractors and suppliers.

9.3.8 Owner shall have no obligation to pay or to see to the payment of any monies to any individuals, laborers, Subcontractors, suppliers, or any entity entitled to payment, except the Contractor.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, after the receipt of the Contractor's Application for Payment, make recommendations to Owner' Representative for Contract Management for determination of the amounts due the Contractor. The ORCM will either issue a Certificate for Payment, with a copy to the Contractor, for such amount as ORCM determines is properly due, or notify the Contractor in writing the reasons for withholding a Certificate.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the ORCM based on the Architect's observations at the site and the data comprising the application for payment, that the Work has progressed to the point indicated; that, to the best knowledge, information and belief of the Architect and the ORCM, the quality of the work is in accordance with the Contract Documents; and that the Contractor is entitled to payment in the amount certified. However, by the ORCM issuing a Certificate for Payment, the Architect shall be deemed to represent that Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or has reviewed the construction means, methods, techniques, sequences or procedures, or has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the ORCM has issued a Certificate for Payment, and to the extent approved by the ORCM, the Contractor shall be paid as provided in the Contract Documents. Payments will be made not later than twenty-one (21) days following issuance of Certificate of Payment by the ORCM. In no case shall Owner be bound to make payment before twenty-one (21) days following issuance of Certificate for Payment by the ORCM.

9.5.2 Where performance bonds of 50% of the contract price are provided, Contractor shall not be entitled to be paid more that 50% of the Work performed until Final Completion is achieved and any Schedule of Values shall provide that the final 50% of the contract price shall not be due and payable until such time final completion is achieved.

9.5.3 Retainage shall not be withheld.

9.5.4 The Contractor shall promptly pay each Laborer, Subcontractor, and Supplier upon receipt of payment from Owner. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Laborers, Sub-subcontractors, and Suppliers, in similar manner.

9.5.5 The Architect may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

9.5.6 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by Owner, shall constitute an acceptance of any work not in accordance with Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 Owner' Representative for Contract Management may decline to certify payment and may withhold a Certificate in whole or in part, to the extent reasonably necessary to protect Owner. If the opinion of the Architect and the ORCM renders them unable to make representations to Owner as provided elsewhere in this Document, the Architect and ORCM will notify the Contractor. If the Contractor and the ORCM cannot agree on a revised amount, the ORCM will promptly request a Certificate for Payment from the Contractor for the amount for which the ORCM is able to make such representations to Owner. Notwithstanding the foregoing, Owner may make partial payment. The ORCM may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, with recommendations of the Architect he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect Owner from loss because of: 1) Defective Work not remedied; 2) Third party claims filed or reasonable evidence indicating probable filing of such claims; 3) Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment; 4) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; 5) Damage to Owner or another contractor; 6) Reasonable evidence that the Work will not be completed within the Contract Time, 7) Persistent failure to carry out the Work in accordance with the Contract Documents; or 8) Any other condition or event which may cause loss to Owner.

9.7 SUBSTANTIAL COMPLETION

9.7.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to Owner, is substantially complete as defined elsewhere in this Document, the Contractor shall call for an inspection by the Architect.

9.7.2 When the Architect on the basis of inspection determines that the Work or designated portion thereof is substantially complete, the Architect will prepare a punch list of items to be completed or corrected, and a Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to Owner and the Contractor for their written acceptance of the responsibilities assigned to them. Substantial Completion is not effective until accepted in writing by the ORCM.

9.7.3 The Architect's omission of any items on such punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.7.4 The Certificate of Substantial Completion shall establish the Date of Substantial Completion. The Architect shall state in writing the responsibilities of Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete or correct the items listed in the punch list.

9.7.5 Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.7.6 Upon substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the ORCM, Owner shall make payment for such Work or portion thereof, as provided in the Contract Documents.

9.8 FINAL COMPLETION AND PAYMENT

9.8.1 The Contractor shall give written notice to the Architect when the Work is ready for final inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly advise the ORCM to issue a final Certificate for Payment.

9.8.2 The final payment shall not become due until the Contractor submits through the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, (2) and other data establishing payment or satisfaction of all such obligations, such as receipts, release and waivers of liens and release of surety arising out of the Contract, to the extent and in such form as may be designated by Owner. If any Subcontractor refuses to furnish a release or waiver, the Contractor may furnish a bond satisfactory to Owner to indemnify it against any such claims. If any such claim remains unsatisfied after all payments are made, the Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such claim including all costs and reasonable attorneys' fees.

9.8.3 The making of final payment shall constitute a waiver of all claims by Owner except those arising from: 1) Unsettled claims; 2) Faulty or defective Work; 3) Failure of the Work to comply with the requirements of the Contract Documents, or 4) Terms of all warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for Payment.

9.9 APPLICATION FOR FINAL PAYMENT

The Contractor shall submit a final application for payment upon completion of the project including all punch list items and delivery of all warranties and closeout documents to Owner, including: 1) release of liens; 2) warranties; 3) operation and maintenance manuals; 4) release of surety; and 5) as-built or Record Documents to the Architect of record. Interim applications shall be submitted in accordance with the Contract Documents. The application shall first be reviewed by the Architect and shall contain a certification of accuracy of the application.

The Contractor understands and agrees that Owner from time to time shall require Contractor to furnish proof satisfactory to Owner that all who have provided labor, materials, and services for the Work have been paid. Owner shall be entitled to hold any payments applied for by Contractor until such proof has been presented to Owner.

10. PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.2 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: 1) All employees on the Work and all other persons who may be affected thereby; 2) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or anyone directly contracting with, or indirectly employed by it, and 3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owner and users of adjacent utilities.

10.2.4 When the use of specialized lifting equipment (aerial lifts, cranes, scaffolds, platforms, etc.), is used and is necessary for the execution of work and could potentially affect or create a hazard to campus areas outside the constructions zone, the Contractor shall first notify the ORCM.

10.2.5 When the use or storage of hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. When using or storing hazardous materials at jobsite, Contractor shall first notify the ORCM. The Contractor shall then comply with all rules, requirements and regulations of that office with regard to the hazardous material.

10.2.6 The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, or anyone directly contracting with, or indirectly employed by it, or by anyone for whose acts the Contractor is responsible, except damage or loss attributable to the acts or omissions of Owner or Architect or anyone directly or indirectly employed by either of them, which is not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations stated elsewhere under this Document.

10.2.7 The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents.

10.2.8 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety. This shall include, but shall not necessarily be limited to the placement of roofing materials on roofs. All materials shall be distributed in such a manner so as to prevent overloading of the designed capacity of the supporting element(s).

10.3 SAFETY AND ENVIRONMENTAL REQUIREMENTS

10.3.1 Contractor shall provide for the safety of workers, Owner' personnel and the public, and shall comply with the requirements of regulating agencies for public health and safety, the Occupational Safety and Health Administration's (OSHA) rules and regulations, and with all applicable safety laws and regulations.

10.3.2 Contractor shall provide temporary enclosures or barricades at excavations and the removable sites of hazardous materials.

10.3.3 The Contractor and subcontractors shall abide by all applicable regulations of: 1) the Department of Transportation in accordance with 49 CFR 1-1200; and 2) the Environmental Protection Agency in accordance with 40 CFR 1-790. In the event the Contract Documents require transportation of hazardous materials, prior to such transportation the Contractor shall submit for approval to the Chief Procurement Officer.

10.3.4 Proof of a Department of Transportation (DOT) Registration Number.

10.3.5 DOT Hazardous Material Transportation Security Plan, if applicable. Best summarized as needed when shipping placarded amounts of hazardous materials from Owner.

10.3.6 Proof of contractor personnel receiving DOT Hazardous Material Transportation Training, and if applicable DOT Specific Security Plan Training.

10.3.7 If transporting hazardous waste, proof of an Environmental Protection Agency (EPA) Identification Number.

10.3.8 If Contractor encounters at the site material reasonably believed to contain asbestos containing material (ACM), presumed asbestos containing material (PACM), lead paint, or polychlorinated biphenyl (which has not been rendered harmless and is not scheduled during the performance of the Work to be rendered harmless) and it must be disturbed for performance of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the contract point-of-contact in writing. Work in the affected area shall not resume until the material is rendered harmless, and it is agreed in writing by the contract Architect or Owner and the Contractor (or as otherwise allowed by law) that Work in the area should resume.

10.3.9 Contractor shall not bring to the site, nor allow to be incorporated into the Work any material containing ACM, lead paint, or polychlorinated biphenyl (PCB). Any materials incorporated into the Work, and later found to contain ACM, lead paint, or PCB shall be removed at the expense of the Contractor, including all containment, air clearances and disposal, without any additional or incidental costs to Owner.

10.3.10 Light fixtures, mechanical and electrical equipment supplied or installed under contract with Owner shall not contain lead or mercury; if this is not practicable, light fixtures, mechanical and electrical equipment supplied or installed under contract with Owner shall contain the lowest amounts of lead or mercury as possible. For example, non-mercury thermostats should be installed. Light bulbs certified as "low mercury" i.e. with industry standard green tips/green labeling should be used whenever possible.

10.3.11 Fixtures, piping, solder and flux provided under this Contract and used in the installation of systems delivering water for human consumption shall be lead free. The term lead free is defined as pipe and fixtures which do not contain more than 8.0% lead and solder, and flux which does not contain more than 0.2% lead.

10.3.12 Storm Water Control (for LEED) at Site: Amendment to Federal Water Pollution Act prohibits the discharge of any pollutants to navigable waters from a point source unless discharge is authorized by a National Pollutant Discharge Elimination System permit. Phase II of the NPDES storm water program covers small construction activities disturbing 1 to 5 acres. Contractor(s) awarded contract(s) pursuant to these Bidding Documents shall comply with all regulations and requirements of Phase II including as follows: 1) Submission of a Notice of Intent; 2) Development implementation and inspection of a Storm Water pollution prevention plan; 3) Applying and receiving a permit; and 4) Submission of Notice of Termination.

10.4 EMERGENCIES

10.4.1 In any emergency affecting the safety of persons or property the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided elsewhere for Changes in the Work.

11. BONDING AND INSURANCE

11.1 CONTRACTOR'S PERFORMANCE AND MATERIAL AND PAYMENT BONDS

11.1.1 The Contractor shall have in force during the duration of the Contract a Performance Bond(s) and Material and Payment Bond as set forth in the Contract Documents. Such Bonds shall cover base Contract amount and all additive Change Orders.

11.1.2 Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with the Contract. For the purposes of determining the amount of the bond, applicable taxes shall be included as part of the bond amount.

11.1.3 When the Contractor is awarded a construction Contract in excess of Twenty-Five Thousand Dollars (\$25,000), the following bonds shall be delivered to the Owner's Chief Procurement Officer and shall become binding on the parties upon the execution of the Contract:

1. A Performance Bond satisfactory to Owner, in an amount equal to One Hundred Percent (100%) of the price specified in the Contract; and

2. A Material and Payment Bond satisfactory to Owner, equal to One Hundred Percent (100%) of the price specified in the Contract, for the protection of all persons supplying labor and material to the Contractor or its Subcontractors for the performance of the work provided for in the Contract.

3. Bonds shall be issued to Owner and executed by a surety company authorized to do business in the State of New Mexico and approved by the Superintendent of Insurance of the State of New Mexico.

11.2 POWER OF ATTORNEY

11.2.1 Attorney-in-fact, who signed bid bonds or Contract bonds, must file with each bond a certified and effectively dated copy of their power-of-attorney.

11.3 CONTRACTOR'S INSURANCE

11.3.1 The Contractor shall have in force during the life of the Contract insurance as required by the Contract Documents.

11.4 CONTRACTOR'S LIABILITY INSURANCE

11.4.1 The Contractor shall purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance as approved by Owner at the time of signing of the contract. All Certifications of Insurance must be executed by an Insurance Company authorized to do business in the State of New Mexico. Owner shall be included as an additional insured.

11.4.2 Public Liability and Automobile Liability insurance shall include at least the following coverage:

Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 General Aggregate

Errors and Omissions Insurance covering Professional Staff- \$1,000,000 per occurrence, \$2,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year "tail";

Bodily Injury	\$750,000 Each Occurrence
Property Damage	\$100,000 Each Occurrence
Medical Expenses	\$300,000 Each Occurrence

11.4.3 Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work reflecting the above-detailed coverage and reflecting that the Owner is named as an additional insured. Owner shall have not less than ten (10) days cancellation notice.

11.4.4 Owner shall acquire the Builder's Risk insurance on the construction project with a \$1,000 deductible clause. The coverage shall not extend to any personal contractor equipment or to theft of any supplies, building materials, building supplies, or building components. The Contractor and not Owner shall be responsible for the first \$1000 on this coverage. All risk or loss not covered by any Builder's Risk policy of Owner shall be the responsibility of the Contractor.

12. CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates its agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time.

12.1.2 Owner or its representative, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions: the Contract Sum and the Contract Time being adjusted accordingly thereafter. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The Contractor understands that Owner' representative will not order changes in the Work which include an adjustment in the Contract Sum or an extension of the Contract Time inconsistent with the intent of the Contract Documents. Such changes shall be effected by written change order, and shall be binding on Owner and the Contractor. The Contractor shall carry out such written change orders promptly.

12.2 CLAIMS FOR ADJUSTMENT TO CONTRACT SUM

12.2.1 In the event the Contractor believes it has a claim for an increase in the Contract Sum, he shall give the Architect written notice thereof within fourteen (14) days after the occurrence of the event giving rise to such claim.

This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with other applicable provisions of this Document. No such claim shall be valid unless so made.

12.2.2 The cost or credit to Owner resulting from a change in the Work shall be determined by mutual agreement between Owner and Contractor. Such adjustments shall be determined by one of the following methods:

12.2.3 Prices based on percentages or fractions of prices used in the Original Proposal by which the Project was awarded to the Contractor, for deletion of, or the addition of work;

12.2.4 A lump sum amount, agreed to by the contracting parties; or

12.2.5 Contractor's estimate for cost of labor, material, rentals, and equipment plus overhead and profit combined and added as one percentage sum only (not compounded). The Architect shall have the right to request, and the Contractor shall provide when requested breakdowns of estimated costs of labor and materials.

12.2.6 Allowances for overhead and profit shall be made only on change orders resulting in net increases to the Contract amount, based on the following schedule:

Change Order Amount	Contractor/Subcontractor O/H	Contractor O/H and Profit
Before Markup	and Profit for Work by Own Forces	for Work by Subcontractors
Less than \$20,000		
\$20,001 or Greater		

12.2.7 Overhead is defined as General Overhead Cost (Indirect Expenses) to include: Contractor or Subcontractor's office expenses (office rent or lease expense, office supplies, utilities, insurance, communication, office equipment, furniture, and taxes). Contractor's staff salary expenses (executives, administrative staff, purchasing staff, bookkeepers, office located project managers, scheduler, and/or estimators, and miscellaneous office staff not directly employed on the project).

Miscellaneous expenses (legal fees, license or association fees, consultant such as accountant, auditors, and information technology, depreciation expense, travel expense, donations).

12.2.8 Acceptable Temporary Facilities (Direct Expenses) applied to change orders may include the following costs as they apply to a specific Change Order request, and calculated on a prorated bases: site located owned or leased office space, site located storage buildings, sanitary facilities, drinking water and cups, travel or per diem expenses. Prorated calculation:

$(\text{original item cost}) / (\# \text{ of original days estimated}) = (\text{daily item cost})$

$(\text{accepted \# of calendar day extension}) \times (\text{daily item cost}) = (\text{Change Order item amount})$

12.2.9 Acceptable Labor (Direct Expenses) applied to Change Orders may include the following costs as they apply to a specific Change Order request, and calculated on the established hourly wage rate cost, plus actual burden, multiplied by the amount of time the individual is expected to work on the Change Order request: Jobsite superintendent, foreman, field engineer, or other site personnel.

12.2.10 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to Owner or the Contractor, the applicable unit prices shall be equitably adjusted.

12.3 CONCEALED CONDITIONS

12.3.1 By agreement of the parties, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within fourteen (14) days after the first observance of the following: 1) Concealed conditions encountered in the performance of the Work below the surface of the ground at variance with the conditions indicated by the Contract Documents; 2) Concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Contract Documents, or (3) Unknown conditions of an unusual nature, differing from those ordinarily encountered and generally recognized as typical in work of the character indicated by the Contract Documents.

13. UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work is covered contrary to requirements specifically expressed in the Contract Documents, it shall, if required in writing by the Architect, be uncovered for observation by the Architect, and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect with prior approval of Owner representative, may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to Owner. If such work is not in accordance with the Contract Documents, the Contractor shall pay all costs of uncovering the work and the costs of bringing the Work into compliance with the Contract Documents.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect or ORCM as defective or failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby.

13.2.2 If, during the guarantee period, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly. This obligation shall survive termination of the Contract. Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming, unless removal is waived by Owner.

13.2.4 Within seven (7) days of written notice from the Architect, the Contractor shall respond with its intent and plan for correction of defective or non-conforming Work. If the Contractor has not begun correction within seven (7) days after submission of its intent and plan for correction, Owner may correct or remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within seven (7) days thereafter, Owner may sell the defective materials or equipment at public or private sale, and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs for which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to Owner upon demand, and shall be responsible to the Owner for any attorney's fees and costs incurred in seeking compensation to correct the deficiencies.

13.2.5 The Contractor shall bear the cost of reimbursement for the costs of all work of Owner or separate contractors destroyed or damaged by such correction or removal.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring the Work's removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. If final payment has been made, the Contractor shall reimburse Owner for its damage upon demand, and shall be responsible to the Owner for any attorney's fees and costs incurred in seeking compensation to correct the deficiencies.

14. TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If a permit is not issued for the commencement of any portion of the Work, or if the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or anyone directly contracting with, or indirectly employed by it, or by anyone for whose acts the Contractor is responsible, then the Contractor may, upon seven (7) additional days' written notice to Owner and the Architect terminate the Contract and recover from Owner payment for reasonable, actual expenses to that date.

14.2 TERMINATION BY OWNER

14.2.1 If Owner, in the best interests of the Institute, require termination of this Contract, the Contract may be terminated after giving the Contractor and his surety, if any, seven (7) days' written notice. Owner may require Contractor's surety to complete the Work. Owner may also take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method they may deem expedient. In either case the Contractor shall not be entitled to receive any further payment until completion of the Work.

14.2.2 After performance of the Work and reimbursement of all costs of completion have been made, including payment to all persons directly contracting with, or indirectly employed by the Contractor for performance of the Work who were not paid by the Contractor for Work performed, the unpaid balance of the Contract Sum, if any, shall be paid first to the surety if surety completes the Work, and If any balance remains it will be paid to the Contractor.

14.2.3 If costs of completion of the Work exceed the unpaid balance, the Contractor shall pay the difference to Owner upon demand, and shall be responsible to the Owner for any attorney's fees and costs incurred in seeking compensation to correct the deficiencies. The amount to be paid to the Contractor, the surety, or to Owner, as the case may be, shall be as recommended by the Architect and certified by the ORCM upon application, in the manner provided elsewhere in this Document, and this obligation for payment shall survive the termination of the Contract.

END OF SECTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the County Purchasing Agent below.

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

By: _____ Date: _____
VC Purchasing Agent, Michelle Romero

Address: PO Box 1119
Los Lunas, NM 87031

APPENDIX B**ATTACHMENT 1
BID FORM****Valencia County****Judicial Complex HVAC Controls Renovation**

IFB #VCB-FY17-005

To: Valencia County
 Attn. Purchasing
 444 Luna Ave., Suite 100A
 Los Lunas, NM 87031

From: _____
 Name of Bidder

 Mailing Address

 City, State & Zip

Responses to Mandatory Specifications (Reference Sections IV.B and IV.E)

Mandatory Specification	YES	NO
IV.B.1. Bidder certifies they are qualified to perform, and agrees to perform and provide the items and services required.		
IV.B.4. Bidder certifies they agree to, and are compliant with, the "Requirements applicable to the project as a whole."		
I.G.2. <u>If seeking Resident Veteran Preference</u> , Bidder has completed, signed and included the Resident Veteran Preference Certification form. If bidder is not eligible marking non-applicable (N/A) is acceptable.		
IV.D.1. Bidder is registered with Labor Relations Division of the New Mexico Department of Workforce Solutions has provided proof of such registration with this bid, including their registration number.		
IV.D.2. Prevailing wage and benefit rates determined; minimum wages and fringe benefits on public works; weekly payment; withholding funds. Bidder concurs and agrees to comply with this requirement.		
Mandatory Specification	YES	NO
IV.D.2. Failure to pay minimum wage; termination of contract. Bidder concurs and agrees to comply with this requirement.		
IV.D.4. Bid security. Bidder concurs and agrees to comply with this		

requirement.		
IV.D.5. Performance and payment bonds. Bidder concurs and agrees to comply with this requirement.		
IV.D.6. Bonding of subcontractors. Bidder concurs and agrees to comply with this requirement.		
IV.D.1. Listing of subcontractors. If any subcontractors are used with contract amounts that exceed the specified listing threshold, Bidder has completed and submitted the “Subcontractor Listing” form.		
IV.D.8. Statements of Intent to Pay Prevailing Wages and the Affidavits of Wages Paid. Bidder concurs and agrees to comply with this requirement.		
IV.D.9. Biweekly submission of certified weekly payroll records. Bidder concurs and agrees to comply with this requirement.		
IV.D.10. Examination of bidding documents and site. Bidder concurs and agrees to comply with this requirement.		

Bidders MUST mark either the “Yes” column or the “No” column for EACH Mandatory Specification. Marking the “No” column, or not marking either column, may lead to the bid being declared non-responsive and being disqualified on that basis.

If bidders take exception to any of the mandatory specifications, each exception must be addressed. Attach such explanations on a separate sheet and included that sheet (s) with the bid. Potential bidders are strongly encouraged to raise any issues that could lead to their need to cite an exception during the Site Visit or as part of the Questions and Answers process. If the issue(s) raised impact the overall fairness of the procurement process, or in some manner limit fair competition, consideration will be given to amending the IFB to resolve those issues. Taking exception to one or more mandatory specifications may lead to the bid being declared non-responsive and being disqualified on that basis.

Price(s) Bid

Responding to Invitation for Bid No. VCB-FY17-005 due not later than October 20, 2016 undersigned Bidder agrees to furnish and deliver the required product(s) or service(s) bid per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

Total Amount Bid (not including taxes).....\$_____

Total Amount Bid Written in Words:

Total Amount of NM Gross Receipts Tax.....(_____)% \$_____
(This amount is for planning purposes only and will not be considered when comparing bids)

This bid will be judged based upon the total amount bid as written in words. Where there are discrepancies between unit price and extended total, UNIT PRICE WILL GOVERN. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

Contract award will be to the fully responsive and responsible bidder offering the lowest “Total Amount Bid”, above.

Payment terms (OPTIONAL): Bidder offers a _____% discount for payments made within _____ days of acceptance of the goods or services shown on a correct and valid invoice. Terms of less than twenty (20) days will not be considered.

Please check your calculations before submitting your bid; the Agency will not be responsible for Bidder miscalculations.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

Bidder hereby acknowledges receipt of Addenda

Number _____, Dated _____
Number _____, Dated _____
Number _____, Dated _____
(Add additional if needed)

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bidder Name

Signature of Authorize Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Date

Federal Employee Identification Number (FEIN)

APPENDIX C

LETTER OF TRANSMITTAL FORM

Items #1 to 3 **MUST EACH BE RESPONDED TO.** Failure to respond to all three items **WILL RESULT IN THE DISQUALIFICATION OF THE BID!**

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person submitting the bid:

Name	
Title	
E-Mail Address	
Telephone Number	

3. Bidder must identify any employee(s) or elected official(s) of Valencia County that have a financial interest in the Bidder (one of the two **must** be selected):

_____ No Financial Interest _____ Yes, Financial Interest*

*Specify by name(s): _____

4. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I acknowledge receipt of any and all amendments to this IFB.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this IFB.

_____, 2016

Authorized Signature and Date (**Must be signed by the person identified in item #2, above.**)

APPENDIX D

NO BID FORM

VCB-FY17-005

In an effort to make the procurement of Valencia County goods and services as competitive as possible, we are soliciting information from persons or businesses who cannot bid. Completion of this form will assist us in evaluating factors, which relate to the competitiveness of our bids. Please check any of the boxes below, which may apply. THIS FORM IS OPTIONAL.

_____ Specifications - Restrictive, unclear, specialty item, etc.

_____ Manufacturing - Unique item, production time for model or item has expired, etc.

_____ Bid Time - Insufficient time to properly bid.

_____ Delivery Time - Specified delivery time cannot be met.

_____ Payment - Delay in payment process.

_____ Miscellaneous - Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your inability to bid.

VENDOR STATEMENT

Note: Return this form only if you are not submitting a bid

Signed

Firm Name

APPENDIX E

BID SUBMITTAL CHECKLIST

VCB-FY17-005

This checklist is provided as a courtesy to assist Bidders in insuring they submit a properly complete bid. It should NOT be returned with the bid. It is for information purposes only. This checklist is not guaranteed to be all inclusive. Bidders should carefully review the requirements of the IFB and their response before submitting their bid to the County.

ITEM	REFERENCE	YES	NO
Correct delivery address for bid?	I.E.		
Preference certificate included? (If bidder is qualified and desires preference eligibility.)	I.G and III.C		
Resident Veteran Preference Certification form completed, signed, notarized and included <u>if</u> vendor is seeking veteran preference.	Appendix L		
Letter of Transmittal Form complete, SIGNED and included?	II.C.1 and Appendix C		
Contract SIGNED and included?	III.C and V.D.1 and Appendix B		
Bid Form completed, SIGNED and included?	III.C and Bid Form (Appendix B, Attachment 1)		
Receipt of any and all addendums (if issued) acknowledged?	II.C. and Bid Form (Appendix B, Attachment 1)		
Bid sent in SEALED envelope with proper labeling?	III.E		
Bid sent to ARRIVE prior to deadline?	II.A.6 and II.B.6		

APPENDIX F
PREVAILING WAGE AND BENEFIT RATES DETERMINATION

APPENDIX G**BID BOND**

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____
 _____ as PRINCIPAL, hereinafter called the PRINCIPAL, and
 _____, a Corporation duly organized under the laws of the State of
 _____ and authorized to do business in the State of New Mexico, as SURETY,
 hereinafter called the SURETY, are held and firmly bound unto Valencia County, a political
 subdivision of the State of New Mexico, 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 by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated _____, for
 _____,
 _____,
 which bid is by reference made a part hereof and is hereinafter referred to as the Bid.

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 or 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: _____

APPENDIX H

PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL, hereinafter called the CONTRACTOR, and _____, a Corporation duly organized under the laws of the State of _____ and authorized to do business in the State of New Mexico, as SURETY, hereinafter called the SURETY, are held and firmly bound unto Valencia County, a political subdivision of the State of New Mexico, 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 by these presents.

B. WHEREAS, the Contractor has a written Contract dated _____, entered into with Valencia County for _____, which must be constructed in accordance with drawings and specifications prepared by Valencia County 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 amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until Valencia 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 date of the term of the Contract.

1. The Surety hereby waives notice of an alteration or extension of time made by Valencia County.
2. The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude Valencia County from showing the true character and quality of materials furnished or services rendered, or from recovering from Contractor or Surety such damages as Valencia County may sustain by reasons of deficiency and quantity or quality of materials or services furnished with respect to which a progress payment was made..

3. Whenever Contractor shall be, and declared by Valencia Fe County to be in default under the contract, Valencia County having performed Valencia County's obligation thereunder, the Surety may promptly remedy the default of shall promptly:
 - a. Complete the contract in accordance with its terms and conditions, or
 - b. Obtain a bid or bids for submission to Valencia County for completing the Contract in accordance with its terms and conditions, and upon determination by Valencia County and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Valencia 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 Valencia County to Contractor under the Contract and any amendments thereto, less the amount properly paid by Valencia County to Contractor.
4. The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.
5. Any suit under this bond must be instituted before the expiration of three (3) years from the date on which final payment under the Contract falls due, except that with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than Valencia County named herein or the heirs, executors, administrators, or successors of Valencia County.

D. SIGNED AND SEALED THIS _____ DAY OF _____, 20____.

CONTRACTOR (Signature)

By: _____
(Printed name and title)

(Seal)

NOTARY PUBLIC

My Commission Expires: _____

SURETY (Signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (Seal)

My Commission Expires: _____

SURETY's Authorized New Mexico Agent

APPENDIX I

LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL, hereinafter called the CONTRACTOR, and _____, a Corporation duly organized under the laws of the State of _____ and authorized to do business in the State of New Mexico, as SURETY, hereinafter called the SURETY, are held and firmly bound unto Valencia County, a political subdivision of the State of New Mexico as OBLIGEE, hereinafter called the OBLIGEE, 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.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, with Valencia County for _____, 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."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR 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 CONTRACTOR or with a subcontractor of the CONTRACTOR 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 CONTRACTOR and SURETY hereby jointly and severally agree with Valencia 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. Valencia 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 Contractor, shall have written notice of any two of the following: the Contractor, Valencia County, or the Surety above named, within ninety (90) days after such said claim is made, 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 Contractor, Valencia County, or Surety, at any place where an office is regularly maintained by said Contractor, Valencia County, 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 Contractor and Valencia County named herein.

D. SIGNED AND SEALED THIS _____ DAY OF _____, 20____.

CONTRACTOR (Signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (Seal)

My Commission Expires: _____

SURETY (Signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (Seal)

My Commission Expires: _____

SURETY's Authorized New Mexico Agent

APPENDIX J

SUBCONTRACTOR LISTING

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

Trade:	Name of Subcontractor:	
Address:		
Telephone Number:	License Number:	NM Department of Workforce Solutions Registration Number:
Signature of Subcontractor (To be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone Number:	License Number:	NM Department of Workforce Solutions Registration Number:
Signature of Subcontractor (To be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone Number:	License Number:	NM Department of Workforce Solutions Registration Number:
Signature of Subcontractor (To be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone Number:	License Number:	NM Department of Workforce Solutions Registration Number:
Signature of Subcontractor (To be obtained after award of contract):		

APPENDIX K

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2005), 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 L

RESIDENT VETERAN PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to the Resident Veteran Preference Certificate submitted in their proposal associated with procurement #VCB-FY17-005

Check one box only

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 and 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 and ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 and ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in the disqualification of a bid or proposal submitted, denial of an award or termination of an awarded contract if the statements are proven to be incorrect.

APPENDIX M

BASIC REQUIREMENTS

AND

APPENDIX N

TECHNICAL SPECIFICATIONS

(SEE SEPARATE ATTACHMENT)