



PURCHASING SERVICES OFFICE

801 Leroy Place
 Brown Hall, Room 110
 Socorro, NM 87801
 (575) 835-5881 (V)
 (575) 835-5887 (F)

Purchasing@nmt.edu

<http://www.nmt.edu/purchasing-services>

RFB #	I0018115F
Commodity	West Hall Suspended Ceiling System Installation
Due Date	7-12-21
Time	2:00 PM
Buyer's Name	Debbie Martinez
Buyer's email address	debbie.martinez@nmt.edu

INSTRUCTIONS TO BIDDERS

QUESTIONS: Questions regarding this bid will be accepted up to five (5) calendar days prior to the bid opening. Please email all questions to the buyer shown above or purchasing@nmt.edu.

Please read carefully all instructions, specifications, terms and conditions. Failure to comply may result in the submitted bid being declared non-responsive.

Type or print all information requested in this bid in the spaces provided in the bid package. Any corrections made should be initialed. The bid must contain an original, inked signature by the individual authorized to commit the company.

Submit one (1) original with original signature and one (1) copy of the bid. Bids must be submitted in a sealed envelope or sealed package and clearly display the **NAME and ADDRESS OF BIDDER**, this **BID NUMBER, DUE DATE, BID OPENING TIME** and marked as a "**SEALED BID**" on the front of the envelope or package. Each bid must be addressed and submitted separately, i.e., not to be included with sample packages or other numbered bids. **FAXED OR EMAILED BIDS ARE NOT ACCEPTABLE. LATE BIDS WILL BE REJECTED AND RETURNED TO THE SENDER UNOPENED.** The time and date stamped by the date/time clock in the Purchasing Services Office shall determine the "Official Due Date and Time" regarding this bid.

Bids received by the established date and time will be opened publicly. The opening will be held in the NMIMT Purchasing Services Office. Anyone may attend the opening. All information will become public information at the time the bid is opened.

All bids shall be firm for acceptance for sixty (60) days from the date of the bid opening unless specified otherwise.

Note: Only bids received for these items will be considered. Quotes submitted to a department by a vendor prior to the bid issue date are considered null and void by NMT.

New Mexico Tech Federal Identification Number: 85-6000-411 New Mexico CRS Number: 01-507116-002

DUE TO THE GEOGRAPHIC LOCATION OF NEW MEXICO TECH, OVERNIGHT OR EXPRESS DELIVERY SERVICES ARE INCREASINGLY EXPERIENCING LATE DELIVERY TO CAMPUS. ALTHOUGH THESE SERVICES GUARANTEE THE DELIVERY WILL ARRIVE IN A TIMELY MANNER, OFTEN IT DOES NOT. IT FALLS UPON THE BIDDER OR OFFEROR TO ENSURE THEIR PACKAGE IS SENT WITH SUFFICIENT LEAD TIME TO ENSURE DELIVERY BEFORE THE DATE AND TIME SHOWN IN THE BID.

STANDARD BID TERMS AND CONDITIONS

1. **GENERAL:** When the Buyer for the New Mexico Institute of Mining and Technology (New Mexico Tech) issues a purchase document in response to Supplier's bid, a binding contract is created governed by the law of the State of New Mexico and consisting of Supplier's bid and New Mexico Tech's purchase document. Any inconsistency or conflict between or among Supplier's bid and the purchase document shall be resolved in the following descending order of preference: (a) order-specific provisions which are typed or handwritten by New Mexico Tech on the purchase document; (b) documents expressly incorporated by reference on the face page(s) of the purchase document; (c) these Standard Terms and Conditions; (d) any Statement of Work (SOW) attached to the purchase document; and (e) any specifications attached to the purchase document. Rescission, modification or waiver of any provision of any resulting purchase order / contract is not allowed unless issued by the Buyer in writing.
2. **ACCEPTANCE-REJECTION:** New Mexico Tech reserves the right to accept or reject any or all bids, to waive any irregularity, and to accept any part of a bid as deemed to be in the best interest of New Mexico Tech.
3. **ACKNOWLEDGEMENT OF AMENDMENT / ADDENDUM:** Bidders shall acknowledge receipt of any amendments / addenda to this bid by identifying the amendment number and date in the space provided in the bid package.
4. **ALTERNATE BID ITEMS:** The Manufacturer and Model Numbers furnished on the itemized list, or in the specifications of this bid, are to establish the standard of performance and characteristics desired and not intended to limit or restrict competition. Offers submitted as equal alternates will be considered provided adequate descriptive literature is submitted with each bid. New Mexico Tech reserves the right to reject any item(s) not meeting specifications or less than equal in performance and characteristics to the items specified. The determination of equivalency of like items is at the sole discretion of New Mexico Tech.
5. **APPROPRIATION:** The performance of this Agreement by NMT is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. NMT's decision as to whether sufficient funds are available and whether sufficient appropriations and authorizations have been made shall be made in good faith and in its sole discretion, shall be accepted unconditionally by the Contractor, and shall be final. If NMT decides that sufficient funds are not available and/or sufficient appropriations and/or authorizations have not been made, it shall notify the Contractor of its decision in writing and may either terminate this Agreement or propose modifications to accommodate the insufficient funds and/or appropriations and/or authorizations. If NMT proposes modifications, the Contractor shall within thirty (30) days after receiving NMT's notice give NMT written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate this Agreement. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall NMT be liable for any financial or other penalty on account of any termination or modification of this Agreement as a result of insufficient funds, appropriations or authorizations.
6. **ASSIGNMENT:** No right or duty in whole or in part of the Supplier may be assigned or delegated without the prior written consent of New Mexico Tech.
7. **AWARDS:** New Mexico Tech reserves the right to make multiple awards of the items, projects, and / or sections of this bid. Price agreements may be awarded on a unit basis for each individually numbered item to the lowest responsible bidder; or when a group of items have been consolidated for uniformity, it may be necessary to bid all inclusive items to receive consideration.
8. **BID SUBMITTALS:** Bidders are to complete and return the following items in a sealed envelope or other sealed package: Bid Submittal; Itemized List; Certifications; Support Documents; and, Descriptive Literature if bidding other than "as specified". All listed submittals must be received in the Purchasing Services Office prior to the bid opening time stated on page one of the bid package. Failure to provide any of these items may result in rejection of bid.
9. **BIDDER QUALIFICATIONS – BUYER'S APPROVAL:** Before the award of any contract, the New Mexico Tech buyer shall be satisfied that the bidder involved, (1) has appropriate technical experience, (2) has a financial status to meet obligations incidental to complete any resulting contract or order, (3) has adequate facilities and staff to provide delivery, training and warranty service as required, (4) has the capacity to provide supplies or replacement parts as needed and (5) has satisfactorily fulfilled other contracts / orders of this nature. It is the responsibility of the bidder to acquaint the buyer with these qualifications if required.

10. **CANCELLATION:** New Mexico Tech reserves the right to cancel any request for bid, purchase order or contract, in whole or in part, without penalty, due to non-appropriation of funds, or for failure of the Supplier to comply with the terms, conditions and specifications or when in the best interest of New Mexico Tech.
11. **DELIVERY:** Please state your earliest delivery date in the area provided in the bid package.
12. **DELIVERY DELAYS:** If after award, the Supplier becomes aware of a possible problem that could result in delay in the agreed to delivery schedule, the Supplier must immediately notify the Buyer. Notification may be electronic or via telephone, giving the probable cause with a recommended alternative action.
13. **DISCOUNTS & PAYMENT TERMS:** In determination of award, discounts for early payment will not be used in computing the low bid. Payment terms and discount time will be computed from the **date of satisfactory receipt** of the items/services, or a correct invoice, whichever is later. The point of receipt shall be the delivery address for shipments, or the billing address for invoices, as specified on the purchase order.
14. **E-VERIFICATION:** The Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices. Submission of the information required is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. More information regarding the employment requirements can be found at the following website: <http://www.uscis.gov/files/form/i-9.pdf>
- NMT E-Verify Company ID Number is 165512**
15. **F.O.B. DESTINATION:** All prices shall be F.O.B. Destination and shall include all charges, including but not limited to freight, estimated customers charges, excise and import taxes, insurance,

packaging, warranty, inspections and other associated costs that may be imposed in fulfilling the terms of the bid.

16. **INSPECTION:** Final inspection and acceptance will be made at the destination. If prior to final acceptance any materials, supplies or service are found to be defective or not as specified, the Supplier at his risk and expense shall remove and / or replace materials supplies and services rejected at the destination for non-conformance with specification, promptly after notification of rejection. Supplier shall reimburse New Mexico Tech for all incidental and consequential costs related to unaccepted materials, supplies or service.
17. **INSURANCE PROTECTION, LIABILITY AND PROPERTY:** New Mexico Tech, as an agency of the State of New Mexico, is self-insured for all property and liability insurance. Such protection applies to New Mexico Tech officers and employees only. All other individuals and organization must provide their own property and liability coverage.
18. **INVOICES:** All invoices shall be sent to New Mexico Tech, Accounts Payable, Wells Hall, 801 Leroy Place, Socorro, NM 87801.
19. **LICENSES AND CERTIFICATES:** Bidders must be able to furnish evidence of any licenses or certification as called for in the specifications of bid. Failure to furnish such evidence will be cause for rejection of their bid or any resulting contract or purchase order of this bid.
20. **METHOD OF AWARD:** Award shall be made on the basis of the lowest price quoted, quality and delivery being equal. When necessary bids shall be evaluated based on the requirements which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose.
21. **METHOD OF BID:** Bidders shall submit a unit price and extended total for each item and a TOTAL NET BID where called for. Bidders are to complete the enclosed bid forms. They may then reference any attachments giving further price breakdowns if necessary. In the event that no single Supplier offers an acceptable bid, New Mexico Tech reserves the right not to award the contract.
22. **MINIMUM INSURANCE REQUIRED:** Any Supplier performing services on the premises of New Mexico Tech, or on behalf of New Mexico Tech, is required to carry the following minimum insurance coverage. Upon request, the Supplier will include New Mexico Tech, its officers and employees, as an additional insured and

provide certificates of coverage to the Purchasing Services Office.

Workers Compensation Employer's Liability	Minimum by Statute \$100,000
Commercial General Liability – Including contractual	
Single Limit	\$300,000 <i>OR</i>
Bodily Injury Liability	\$100,000 each person \$300,000 each occurrence
Property Damage Liability	\$100,000 each occurrence
Comprehensive Automobile – Including owned and non-owned	
Single Limit	\$300,000 <i>OR</i>
Bodily Injury Liability	\$100,000 each person \$300,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

- 23. MODIFICATIONS:** Only modifications received prior to the time specified for the bid closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.
- 24. PACKAGING:** Packaging of materials shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Supplier's expense.
- 25. POTENTIAL COSTS UNSPECIFIED:** The supplier shall include in his / her bid all material and labor costs known to be required to complete the work under this bid including any materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the bid price.
- 26. PRICING:** New Mexico Tech qualifies for governmental and educational discounts. Unit prices shall reflect these discounts. Unit prices shall be shown on all bids. If an apparent mistake exists in the extended price, the unit price shall govern in the bid evaluation and contract administration.
- 27. QUALITY:** Unless otherwise indicated in the request for bid, all material and equipment delivered and / or installed under this bid shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two (2) or more units of the same class of materials and / or equipment are required, the units shall be the products of the same

manufacturer. Unless indicated in the bid, items that are used, demonstrators, obsolete, seconds or which have been discontinued, are unacceptable without prior written approval of New Mexico Tech.

- 28. QUANTITIES:** The quantities shown in this Request for Bid are based on estimated needs. New Mexico Tech reserves the right to increase or decrease quantities to meet actual needs. (No maximum limits apply).
- 29. RESIDENTIAL PREFERENCE:** In compliance with New Mexico Statute 13-1-21 and SB1 a residential preference of 5% will be used in evaluating bids for purchases exceeding \$60,000 using state funds. A copy of the certification issued by the New Mexico Department of Taxation and Revenue dated on or after 1/1/2012 shall be attached to the bid document. The preference is prohibited for expenditures involving federal funds.
- 30. VETERANS PREFERENCE:** In compliance with New Mexico Statutes 13-1-21 or 13-1-22, a New Mexico resident veteran contractor, upon providing certification as a resident veteran and verification of annual revenues, shall be given a preference of ten percent. The preference may not be combined with the residential preference, but may be used once Veterans Preference cap is reached. Procurements involving federal funds are excluded from in state preference laws.
- 31. RIGHT TO AUDIT:** New Mexico Tech reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement. Such audit may be conducted by New Mexico Tech personnel or a third party under contract with New Mexico Tech. New Mexico Tech shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from New Mexico Tech the contractor agrees to fully cooperate with the auditors.
- 32. SAFETY REQUIREMENTS:** All materials, equipment and supplies furnished to New Mexico Tech must comply fully with all safety requirements as set forth by the State of New Mexico Environmental Improvement Board, Rules of the Industrial Commission on Safety and all applicable OSHA Standards. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES, TOXIC SUBSTANCES, INFECTIOUS AGENTS OR PESTICIDES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS (MSDS). The contractor shall defend, indemnify and hold New Mexico Tech free and harmless against any and all claims, loss, liability and

expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

33. **SIGNATURE:** The bid response must be signed by an authorized representative in order for bid to be considered responsive. The signature must be an original, inked signature in all areas of the bid where a signature is required.
34. **SPECIFICATIONS:** The specifications in this request for bid are the minimum acceptable. When specific manufacturer and model numbers are used, it is to establish a design, type construction, quality, functional capability and / or performance level desired. Alternates may be bid, identified by manufacturer, stock number and adequate information to establish equivalency.
35. **STATUS OF SUPPLIER:** The Supplier is an independent contractor performing services for New Mexico Tech and neither he / she nor his / her agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of New Mexico Tech vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of New Mexico Tech. The Supplier acknowledges that all sums received under the resultant agreement are personally reportable by him / her for income, self-employment and other applicable taxes.
36. **SUBMISSIONS OF SAMPLES / DRAWINGS / LITERATURE:** It may be necessary to test samples or have demonstration to make an award. All samples, when required, shall be furnished free of expense to New Mexico Tech. Returns shall only be made at the Bidder's request and expense.
37. **TAXES:** New Mexico Tech is exempt from New Mexico Sales Taxes on materials, except those used in construction. Services provided to New Mexico Tech are not exempt. Taxes on services should be included as a separate line item and not included in the bidder's base price bid. For state reporting purposes,

when tax is applied to a service the location code for Socorro is 25-125 and remainder of county is 25-025.

38. **TECHNICALITIES:** New Mexico Tech reserves the right to waive any technical irregularities in the form of the bid of the low bidder which do not alter price, quality or quantity of the services, construction or items of tangible personal property bid.
39. **TERM OF CONTRACT:** For all pricing agreements it shall be one (1) year with renewal options for three (3) additional years, upon agreement by both parties. For one time purchase of goods and services the term shall be upon delivery and final payment.
40. **WARRANTY OF MATERIALS AND EQUIPMENT:** Unless otherwise specifically stated by the bidder, all equipment, materials, supplies and workmanship furnished or installed to be free of defects and shall agree to replace solely at his / her expense any and all defective equipment, parts, etc. within a one (1) year period after the date of acceptance of the items and / or installation by New Mexico Tech unless otherwise agreed to in writing at the time of award. Bidder also warrants the materials, supplies or services furnished to be exactly as specified in the order, free from defects and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by bidder. All applicable UCC warranties, express and implied, are incorporated herein.
41. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written notice, telegram or in person by a bidder or an authorized representative any time prior to the award. Bids requiring bid security may result in forfeiture of the security if the bid is withdrawn following the opening.
42. **WORKERS' COMPENSATION:** A potential Supplier agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Supplier fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be terminated for non-compliance, effective immediately.

NEW MEXICO TECH

Bid Response
(Return with Bid)

Vendor Name: _____

Vendor In-State Preference Number: _____ (include copy of certificate)

Or

Vendor Veterans Preference Number: _____ (include copy of certificate)

Delivery under this bid is F.O.B Destination to: Socorro, NM 87801

Bid amounts shown below shall include all equipment, freight, packaging, warranty, insurance, and other associated costs within the unit costs that are bid. Selected vendor must have a representative in state and be able to comply with the COVID 19 requirements.

See attached *West Hall Space Files

*West Hall Renovation Plans

General Specifications:

- Installation of a suspended ceiling 2'x4' grid and tiles throughout the building is required as part of this project. The space consists of concrete block walls and exposed concrete ceiling. It is requested that the 4' dimension should run north-south to accommodate the lighting installation best. A basic/standard grid and tile is fine for this installation.
- Please include as a separate line item on the bid to install the hanging seismic wires for the light fixtures, 2/fixture. **All electrical wiring and light fixtures to be provided and installed by NM Tech.**
- Attached are the space files and the renovation plans for West Hall. The space file indicates square footage. The renovation plans include the electrical plans and reflected ceiling plan.
- Other renovations began this summer, so the building is vacant.
- The existing ceiling paint was tested for lead. There is no lead paint present. We believe the building was abated about 12 years ago.

<i>Description</i>	<i>Price</i>
Rockfon Artic #601 (or equal) 2x4 square edged white ceiling tiles, approximate 20,000 sq ft	\$
Rockfon 1200 (or equal) seismic 15/16 exposed tee grid system in white, 20,000 sq ft	\$
Seismic wires for lights, 2 wires per fixture	\$
Labor to install tiles, grids, and seismic wires	\$
Total w/o tax	\$

ACKNOWLEDGMENT OF ADDENDUM (Please check website to ensure that all addenda have been received prior to submitting your bid).

#1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____

Signature: _____ Date: _____

Email address: _____ Phone number: _____

GENERAL TERMS AND CONDITIONS

BID DOCUMENTS: Each bidder is responsible for reading and being thoroughly familiar with the bid documents. The failure or omission of any bidder to do the foregoing shall not relieve any bidder from any obligation in respect to their bid. Any information obtained from an officer, agent or employee of the Institute or any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of their bid, or any resulting contract. Any changes, additions or deletions will be made by written addendum issued by the Institute's Purchasing Office.

BID BOND: A bid bond not less than five percent (5%) of the maximum bid, payable to the Owner, with the understanding that if the Bid is accepted the Bidder will within ten (10) days thereafter, enter into a contract and give acceptable Surety Company Performance Bond and Labor and Material Payment Bond, in the full amount of the contract for such work.

PERFORMANCE & PAYMENT BONDS: Performance and Payment Bonds in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the Institute, will be required for the faithful performance of the contract. Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds must file with each bond, a certified and effective dated copy of their power of attorney.

NOTICE OF AWARD: The Institute will issue a "Notice of Award" to the successful bidder. The party to whom the contract is awarded will be required to execute the Agreement and obtain the required Payment and Performance Bonds within 10 calendar days from the date when the Notice of Award is delivered to the bidder. In case of failure of the awarded Bidder to execute the Agreement, the owner may consider the Bidder in default and the "notice of award rescinded. The Institute will consider making subsequent award to the remaining bidders, or terminate this bid and solicit new proposals, whatever is in the best interests of the Institute,

NOTICE TO PROCEED: The Institute shall issue the Notice to Proceed, with a copy of the executed Agreement signed by the Bidder and the Institute, within ten (10) calendar days of receipt of the signed agreement from the Bidder. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Bidder and the Institute.

BIDDER QUALIFICATIONS: Before the Notice of Award is issued, the Institute shall be satisfied that the Bidder being considered for award, (1) has appropriate technical experience, (2) has a financial status to meet obligations incident to the work, (3) has adequate equipment to do the work properly and expeditiously, and (4) has satisfactorily completed other projects of this nature. It is the responsibility of the bidder to acquaint the Institute with these qualifications as required. The Institute may make such investigations as deemed necessary to determine the qualifications of the Bidder and the Bidder shall furnish to the Institute all such information and data as requested for this purpose.

REJECTION: The Institute reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Institute that such BIDDER is properly qualified to carry out the obligations of the Agreement, and to complete the work contemplated therein.

COMMENCEMENT DATE: Services to be purchased under this bid are to begin at the earliest date possible. The successful Bidder and the Institute shall mutually agree to the commencement date prior to the issuance of the Notice of Award.

LICENSES, CERTIFICATES, PERMITS: Bidders must be able to furnish evidence of any licenses, certificates or building permits, as required in this bid, in performance of the contract as required by state, federal or local law. Failure to furnish such evidence will be cause for rejection of their bid or cancellation of the resulting contract.

WARRANTY OF WORKMANSHIP: Contractors workmanship shall be warranted for twelve (12) months from date of acceptance by the Institute. Defects in workmanship shall be corrected by the Contractor at no additional cost to the Institute. The Manufacturer's standard warranty shall be honored and administered by the Contractor.

F.O.B. JOB SITE: Performance shall be performed at New Mexico Institute of Mining and Technology, Socorro, NM., at the site called for, and in accordance with the executed Agreement. The awarded Contractor is to remove all debris and return all property of the Institute to usable condition, needing only usual and customary custodial cleaning by the Institute. Bid prices are to include all packing, handling, transportation, excavation and construction services.

METHOD OF BID: Bidders shall submit a total net bid for the project and any alternate items as called for on the Bid Proposal and Schedule form(s). Bidders are to complete the enclosed bid form(s). They may then reference any attachments giving further price breakdowns if necessary

EVALUATION OF BIDS: Bids will first be evaluated for proper signature(s) resident contractor certificate number and completeness of submittals requested in the Bid Proposal and Schedule. Incomplete bids will be rejected and not evaluated further. The remaining will then be evaluated for best meeting the specifications, terms and conditions of this Request for Bids.

METHOD OF AWARD: Award shall be made to the lowest responsible Bidder for the project listed which is judged to be in the best interest of the Institute.

SITE PREPARATION: Site preparation (i.e. clearing, occupant notification) will be made by the Institute prior to work commencement by the Contractor. Temporary electric power, if required and access to public restroom facilities to be furnished by the Institute. An area for material storage will be provided by the institute for the contractor. The Contractor is responsible for safety boundary during construction, materials clearing and area cleanup daily. Repair and or replacement of damaged existing building structure resulting from new construction.

SPECIFICATIONS: Enclosed you will find a copy of the New Mexico Tech's specifications and floor plans or for the project. The specifications include applicable sketches, drawings and product information regarding the material requirements for this construction project. The specifications are furnished for the purpose of describing the standard of quality, performance and characteristics desired and not intended to limit or restrict competition.

ATTACHMENT A

Federal Acquisition Regulation (FAR) Certifications
(Return with Bid)

Non-Collusion: In signing this bid we also certify that we have not directly or indirectly entered into any action in restraint of free competitive bidding.

Anti-Kickback: (N.M.S.A. 13-1-191 & 198 and the Federal Acquisition Regulation (FAR) 52.203.7 Anti-Kickback Act of 1986). In signing this bid we certify that we have not offered, or have accepted any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which was provided for the purpose of improperly obtaining, or as a reward for favorable treatment in connection with, any prime contract, or a subcontract relating to a prime contract.

Debarment / Suspension Status: In signing this bid we certify that our company is not suspended, debarred, or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any State Agency. The Vendor agrees to provide immediate notice to New Mexico Institute of Mining and Technology Purchasing Services in the event of being suspended, debarred or declared ineligible by any State Agency or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the proposal, quote or bid but prior to award of the purchase order or contract.

Signature: _____

Name

Date

Title

Company

ATTACHMENT B

GOVERNMENT FLOW-DOWN PROVISIONS

The resulting order is subcontracted under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part, of the terms and conditions of the resulting order. In the event of any conflict between previously referenced terms and conditions and the Government Flow-Down Provisions, the Government Flow-Down Provisions take precedence. The clauses contained in the following paragraphs of the Federal Acquisition Regulations (FAR) are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contract” shall mean “this order”, the term “contractor” shall mean “Seller” and the term “Government” and “Contracting Officer” shall mean “New Mexico Institute of Mining and Technology (NMIMT) and the “Chief Procurement Officer” respectively. The following provisions of the FAR apply at the specified order dollar amounts:

Title	Applicability	FAR Reference
Equal Employment Opportunity	All Orders	52.222-26 (Sept 2016)
Debarment and Suspension	All Orders	52.209-6 (Jun 2020)
Rights in Data Alt IV	All R&D Orders	52.227-14 (May 2014)
Anti-Kickback Act	Construction Over \$2K	52.203-7 (Jun 2020)
Limitations on Payments to Influence Certain Federal Transactions	Orders exceeding \$150K	52.203-12 (Jun 2020)
Audit & Negotiations Alt II	All Orders Over \$100K	52-215-2 (Jun 2020)
Davis Bacon Act	Construction Over \$2K	52.222-6 (Aug 2018)
Contract Work Hours & Safety Standards	Construction and Labor Hour Contracts Over \$2.5K	52.222-4 (Mar 2018)
E-Verification	All Orders	52.222-54 (Oct 2015)
Certification and Disclosure Regarding Payments to Influence Certain Transactions	All Orders Over \$150K	52.203-11 (Sept 2007)
Patent Rights Ownership by the Contractor Ownership by the Government	All Orders	52.227-11 (May 2014) 52.227-13 (Dec 2007)
Buy American Act	All Orders over \$3K	52.225-2 (May 2014)
Contract Terms & Conditions, Commercial Items	All Orders over \$10K	52.212-4 (Oct 2018)
Energy Efficiency in Energy-Consuming Products	All Orders and Services with Energy Consuming Products	52.223-15 (May 2020)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards	All Orders over \$150K	CFR200.236
Small Business Subcontracting Plan	All Orders over \$700K	52.219-9 (June 2020)
Subcontractor Certified Cost or Pricing Requiring Certified Cost or Pricing Data	All Orders over \$750K	52.215-12 (June 2020) 15.403-4
Disclosure and Consistency of Cost Acctg	All Orders over \$750K	52.230-3 (June 2020)
Recovered Material	Biobased products that use USDA designated items	52.223-1 (May 2012)
Recovered Material	Biobased products that do not use USDA designated items	52.223-2 (Sept 2013)
Recovered Material	EPA Designated items except off the shelf Items less than \$150K	52.223-4 (May 2008)
Recovered Material	EPA Designated items except off the shelf Items greater than \$150K	52.223-9 (May 2008)
Recovered Material	EPA-designated items Service and Construction	52.223-17 (Aug 2018)

ATTACHMENT C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____
(Attach extra pages if necessary)

Signature

Title (Position)

Date

-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

Title (Position)

Date

ATTACHMENT D

Compliance with Regulatory Agencies

Please fill out this form to document and submit your response to the evaluation criteria listed in the Instruction to Proposers.

Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects?

Yes No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations or notice of violation pertaining to the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site? Yes No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects? Yes No

If "no" please explain: _____

Is your firm free of any Subcontractor Fair Practices Act violations for the past five (5) years? Yes No

If "no" please explain: _____

Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because violations? Yes No

If "no" please explain: _____

The undersigned hereby state under penalty of perjury that the above statements are true and accurate.

Name

Title

Signature

Date



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheco St, Suite 103
Santa Fe, NM 87505
Phone: 505-827-6817
Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: Suspended Ceiling System
Requested Date: 06/22/2021
Approved Date: 06/25/2021
Approved Wage Decision Number: SO-21-1282-C

Wage Decision Expiration Date for Bids: 10/23/2021

2) Physical Location of Jobsite for Project:
Job Site Address: 801 Leroy Place, West Hall
Job Site City: Socorro
Job Site County: Socorro

3) Contracting Agency Name (Department or Bureau): New Mexico Institute of Mining & Technology
Contracting Agency Contact's Name: Kimela Miller
Contracting Agency Contact's Phone: (575) 835-5881 Ext.

4) Estimated Contract Award Date: 08/01/2021

5) Estimated total project cost: \$100,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: Yes - Renovation of ceilings in a dorm room
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Updated ceilings in the dorm

6) Classifications of Construction:

Classification Type and Cost Total	Description
Residential (C) Cost: \$100,000.00	The ceiling project will involve removing the current ceiling and installing a new suspended ceiling. Will use electricians, cement mason, cable splicer, wireman, and laborers



PUBLIC WORKS PROJECT REQUIREMENTS

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

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.



LABOR RELATIONS DIVISION
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
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Subcontractor

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

Additional Information

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

CONTACT INFORMATION

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



Type "C" - RESIDENTIAL

Please refer to the base and fringe rate columns that pertain to the date your wage decision was approved. For instance, if your wage decision was approved on April 1, 2021, you will use the rates in the first two columns. If your wage decision was approved on May 10, 2021, use the third and fourth columns.

*Effective January 1, 2021
Through May 4, 2021*

*Effective May 5,
2021*

*Effective January
1, 2020 Through
December 31, 2021*

Trade Classification	Base Rate	Fringe Rate	Base Rate	Fringe Rate	Apprenticeship
Asbestos workers/Heat & Frost Insulators	33.01	12.06	32.26	12.06	0.60
Asbestos workers/Heat & Frost Insulators-Los Alamos County	35.44	12.06	34.69	12.06	0.60
Boilermaker	21.77	3.98	21.77	3.98	0.60
Bricklayer/Block layer/Stonemason	24.46	8.81	24.46	8.81	0.60
Carpenter/Lather	25.63	11.74	24.63	11.24	0.60
Carpenter- Los Alamos County	28.37	13.44	27.80	13.19	0.60
Cement Mason	17.96	9.73	17.96	9.73	0.60
Electricians-Outside Classifications: Zone 1					
Ground man	23.74	13.16	23.27	12.67	0.60
Equipment Operator	34.06	15.94	33.39	15.35	0.60
Lineman/Tech	40.07	17.57	39.28	16.91	0.60
Cable Splicer	44.08	18.65	42.21	17.95	0.60
Electricians-Outside Classifications: Zone 2					
Ground man	23.74	13.16	23.27	12.67	0.60
Equipment Operator	34.06	15.94	33.39	15.35	0.60

Lineman/ Technician	40.07	17.57	39.28	16.91	0.60
Cable Splicer	40.08	18.65	42.21	17.95	0.60
Electricians-Outside Classifications: Los Alamos					
Ground man	24.42	13.34	23.94	12.85	0.60
Equipment Operator	35.04	16.21	34.35	15.60	0.60
Lineman/ Technician	41.22	17.88	40.41	17.21	0.60
Cable Splicer	45.34	18.99	44.45	18.28	0.60
Electricians-Inside Classifications: Zone 1					
Wireman/ low voltage technician	33.65	12.01	32.70	11.18	0.60
Cable Splicer	37.02	12.11	35.97	11.28	0.60
Electricians-Inside Classifications: Zone 2					
Wireman/ low voltage technician	36.68	12.10	35.64	11.27	0.60
Cable Splicer	40.04	12.20	38.91	11.37	0.60
Electricians-Inside Classifications: Zone 3					
Wireman/ low voltage technician	38.70	12.16	37.61	11.33	0.60
Cable Splicer	42.06	12.26	40.88	11.43	0.60
Electricians-Inside Classifications: Zone 4					
Wireman/ low voltage technician	42.40	12.27	41.20	11.44	0.60
Cable Splicer	45.76	12.37	44.47	11.53	0.60
Electricians-Inside Classifications: Los Alamos					
Wireman/Technician	38.70	14.09	37.61	13.21	0.60
Cable Splicer	42.06	14.36	40.88	13.47	0.60
Elevator Constructor	45.23	36.37	43.80	35.25	0.60
Elevator Constructor Helper	36.19	36.37	35.04	35.25	0.60

Glazier					
Glazier /Fabricator	20.50	6.20	20.25	5.35	0.60
Driver	9.25	6.20	9.00	5.35	0.60
Ironworker	27.35	17.49	27.00	15.75	0.60
Painter -Residential	12.25	7.75	12.00	6.88	0.60
Drywall-Light Commercial & Residential					
Ames Tool Operator	22.26	7.60	21.87	7.10	0.60
Hand Finisher/machine texture	21.26	7.60	20.87	7.10	0.60
Paper Hanger	13.25	7.75	13.00	6.88	0.60
Plasterer	19.75	7.92	19.75	7.92	0.60
Plumber/Pipefitter	31.52	12.90	30.76	11.62	0.60
Roofer	25.74	7.97	25.23	7.97	0.60
Sheet metal worker					
Zone 1	33.38	17.64	31.03	17.26	0.60
Zone 2 – Industrial	34.38	17.64	32.03	17.26	0.60
Zone 3 – Los Alamos	35.38	17.64	33.03	7.70	0.60
Soft Floor Layer	20.30	8.10	19.94	7.70	0.60
Sprinkler Fitter	31.57	23.46	30.90	22.29	0.60
Tile Setter	24.46	8.81	24.46	8.81	0.60
Tile Setter Help/Finisher	16.53	8.81	16.53	8.81	0.60
Laborers					
Group I-Unskilled and Semi-Skilled	11.25	5.93	15.75	5.93	0.60
Group II-Skilled	12.25	5.93	16.75	5.93	0.60
Group III-Specialty	13.25	5.93	17.75	5.93	0.60
Operators					
Group I	17.29	8.00	12.33	6.60	0.60
Group V	19.03	8.00	13.62	6.60	0.60
Group VII	23.24	8.00	16.74	6.60	0.60
Group VIII	25.34	8.00	18.30	6.60	0.60
Truck Drivers					



Group I-IX	20.75	6.27	20.75	6.27	0.60
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NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.