

**COUNTY OF MCKINLEY
P.O. BOX70
GALLUP, NM 87305-0070
(505) 722-3868
(505) 863-6362 FAX**



**INVITATION TO RE- BID #2011-05
New Design Built Fire Protection Water Storage
Tank for Bluewater Acres Fire Department.
Opening: Tuesday, April 26th, 2011 at 2:00 p.m.**

**CONTACT: PURCHASING DEPARTMENT
Theresa M. Diaz**

**Procurement Buyer
Phone: 505-863-1400 ext. 1004**

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County of McKinley

P.O. Box 70-207 West Hill Avenue
Gallup, New Mexico 87305-0070
505-722-3868
Fax 505-863-6362

Commissioner, Dist. 1
Carol Bowman – Muskett

Commissioner, Dist. 2
Genevieve Jackson

Commissioner, Dist. 3
Dave Dallago Jr.

Acting Manager
Doug Decker

INVITATION FOR BIDS

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

**TITLE: New Design Built Fire Protection Water Storage Tank
40,000 Gallon for Bluewater Acres Fire Department.**

RE-BID IFB NO.: 2011-05

OPEN: April 26th, 2011 2:00 p.m. local time

FOR ADDITIONAL INFORMATION CONTACT:
PURCHASING QUESTIONS:

THERESA M. DIAZ
PROCUREMENT AGENT
PHONE: (505) 722-3868, Ext. 1004

TECHNICAL QUESTIONS:

BILL WOOLMAN, CHIEF
DIRECTOR OF FIRE/EMS
505-870-7038

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

VIA MAIL

OFFICE OF THE MANAGER
COUNTY OF McKINLEY
POST OFFICE BOX 70
GALLUP, NM 87305-0070

HAND CARRIED

OFFICE OF THE MANAGER
COUNTY COURTHOUSE, 3RD FLOOR
207 WEST HILL
GALLUP, NM 87301

ANY BIDS RECEIVED AFTER BID OPENING DATE/TIME WILL BE RETURNED UNOPENED. PLEASE USE THE ENCLOSED MAIL LABEL ON THE OUTSIDE OF YOUR ENVELOPE.

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY

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ADVERTISEMENT FOR BIDS

PUBLIC NOTICE is hereby given that the County of McKinley will receive competitive sealed bids until **Tuesday, April 26th, 2011 at 2:00 P.M.**, Local Time for **RE-BID IFB # 2011-05 New Design Built Fire Protection Water Storage Tank for Bluewater Acres Fire Department** at which time bids will be opened and publicly read aloud, as more particularly set out in the specifications, copies for such may be obtained from McKinley County Purchasing. The County reserves the right to accept or reject any or all bids and to waive all formalities. For more information please contact Theresa M. Diaz at (505) 863-1400 ext. 1004.

The Procurement Code, Sections 13-1-28 Through 13-1-199, NMSA, 1978 imposes civil and criminal penalties for code violations. In addition the New Mexico criminal statutes impose felony/penalties for illegal bribes, gratuities and kickbacks.

DATED this 12th day of April, 2011

BY: /s/ David Dallago.
Chairperson, Board of Commissioners

PUBLISHED Thursday, April 14, 2011:

The Gallup Independent

COUNTY OF McKINLEY

OFFERER'S CHECK LIST

THIS CHECK LIST IS OFFERED AS AN AID IN COMPLETING YOUR BID. **YOU ARE NOT REQUIRED TO RETURN IT WITH YOUR BID.** IF THERE ARE QUESTIONS ABOUT THIS INVITATION FOR BID, PLEASE CALL THE PURCHASING DEPARTMENT AT (505) 722-3868 FOR ASSISTANCE.

- 1. READ ALL TERMS AND CONDITIONS OF THIS BID.
- 2. INCLUDE AMOUNT IN WORDS AND FIGURES (THIS IS VERY IMPORTANT!)
- 3. IF APPLICABLE, NEW MEXICO STATE PURCHASING DEPARTMENT ISSUED IN STATE RESIDENTS PREFERENCE NO.
- 4. THE FOLLOWING DOCUMENTS **MUST** BE INCLUDE TO GENERATE A RESPONSIVE BID:
- QUOTATION SHEET
- 5% BID BOND
- COPY OF CONTRACTOR'S LICENSE
- SUB-CONTRACTORS LIST – STATING CITY, COUNTY AND STATE
- COPY OF LIABILITY INSURANCE AND WORKER'S COMP. INSURANCE

RETAIN THIS FORM FOR YOUR RECORDS

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NOTICE TO BIDDERS

The scope of work consists of a New Design Built Fire Protection Water Storage Tank for Bluewater Acres Fire Department. The qualified vendor will provide documentation in the form of calculation and drawings for the following item (1) 40,000 gallon water tank, 500 GPM Pump with hotbox, fire hydrant, altitude valve in manhole and all required valves per latest revision of the NFPA 13, NFPA 20 and NFPA 22. **The drawing attached is only used for funding purposes only and application approval and by no means are construction documents. You are required to provide your own engineering stamped drawings including soil test reports.**

Complete sets of the bidding documents may be obtained at McKinley County Purchasing Department or our web page at www.co.mckinley.nm.us

The work to be performed under this bid shall commence no later than ten (10) consecutive days after the date of written notice to proceed, and that substantial completion shall be achieved no later than July 1, 2011.

The Bidders' attention is directed to the requirements of the Contract Documents for adherence to applicable federal, state and local statutes, regulations and ordinances; including but not limited to, requirements as to conditions of employment to be observed, minimum wages rates to be paid under the Contract, Section 3, Segregated Facilities, Section 109, Executive Order 11246, and bonding and insurance requirements.

This Project is funded in whole or in part by State of New Mexico, Department of Finance and Administration Local Government Division, McKinley County, State of New Mexico and is subject to requirements of the State of NM DFA and the funding agency.

The Owner reserves the right to waive technical irregularities and to reject Bids. Bids shall be good for thirty (30) days following the opening of Bids and may not be withdrawn. The Owner intends to award this Project to the lowest responsible bidder and to award the bid it considers to be in its best interest.

Withholding payments to the Contractor will be made per McKinley County Purchasing standards. Retain age on requests for partial payment will be 5% until substantial completion.

All bids must be time stamped no later than 2:00 pm (local time), April 26th 2011, by the Office of the Managers/Purchasing Department 207 West Hill, Gallup, NM 3RD Floor of the McKinley County Courthouse, Gallup, NM. Bids time stamped 2:01 PM or later will not be considered, and will be returned unopened to the prospective bidder. The remaining bids will be publicly opened and read aloud thereafter.

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QUOTATION SHEET

DUE DATE: Tuesday, April 26th 2011 at 2:00 P.M.

Proposal of _____ **(Hereinafter** called the Bidder). A corporation, organized and existing under the laws of the State of New Mexico. A partnership or an individual doing business as:

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

To: McKinley County (Hereinafter Called the Owner)

Gentlemen: The bidder, in compliance with your invitation for bids for the above named project, has examined bidding documents and the site of the proposed work, and being familiar with all of the existing buildings and conditions surrounding the construction of the proposed project, including the availability of materials and supplies proposes to construct the project in accordance with the contract documents within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part, including any applicable building permit or other fees.

Performance Bond: In addition, the **successful awarded bidder** shall execute a Performance Bond and Material Bond with a corporate surety authorized to do business in the State of New Mexico in a form satisfactory to the County, in the sum of 100% of the total bid price, within ten days of **Notice to Proceed**.

5% Bid Bond: A five percent (5%) Bid Bond shall be included with your sealed bid, which represents 5% of the Total Lump Sum. **FAILURE TO SUBMIT THE 5% BID BOND WILL RESULT IN A NON-RESPONSIVE BID.**

Insurance: Bidder shall provide a Certificate of Insurance in compliance with the State of New Mexico Construction Industries Divisions, Rules and Regulations.

Workers Compensation Insurance: If required by law, Bidder shall provide evidence of Workers Compensation Insurance.

Bidder hereby agrees to commerce work under this contract within ten (10) calendar days after the date specified in the Notice to Proceed.

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Bidder shall provide a certificate of insurance in compliance with the State of New Mexico Construction Industries Division rules and regulations.

Wages will be paid in accordance with the State of New Mexico wage rates as required by statute.

Addendum received by number: _____, dated, _____

Addendum received by number: _____, dated, _____

Addendum received by number: _____, dated, _____

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BID FORM

THE BIDDER AGREES TO PERFORM ALL THE WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS FOR THE FOLLOWING LUMP SUM (EXCLUDING TAX);

(p) **BASE BID:** _____

(Show Amount in Words and Figures) \$ **(Figures)**

Plus New Mexico Gross Receipt Tax (5.875%) _____

(Show Amount in Words and Figures) \$ **(Figures)**

TOTAL BID (INCLUDING TAXES) \$

IN THE CASE OF A DISCREPANCY, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

McKINLEY COUNTY does not in any way guarantee the bidder any quantities other than for the county needs, other cooperative agencies only have an option to participate off this bid and will be liable for their own requirements. BIDDER AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF FORTY FIVE (45) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR THE RECEIPT OF BIDS:

SUBMITTED BY:

Name of Company

Authorized Signature

Title

Federal ID Number

.Telephone Number

Fax Telephone Number

NM Contractor's License No.

NM Preference No.

Please state: Terms:

F.O.B. Point: Job Site

COUNTY OF MCKINLEY

Delivery Date: _____

Federal ID or Social Security Number: _____

In State Preference No. _____

- [1] Liability Insurance is required.
- [1] Copy of Workers' Compensation Insurance is required.

**APPLICABLE ONLY WHEN CHECKED:
FAILURE TO PROVIDE THE FOLLOWING INFORMATION WILL
RESULT IN YOUR BID TO BE NON-RESPONSIVE.**

- [1] Copy New Mexico Contractors License No.
- [1] Sub-Contractors List – Stating City, County, and State
- [1] Bid Bond of 5% Included
- [1] Performance Bond of 100% is required on notice to proceed.

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SUBCONTRACTOR AND SUPPLIER LISTING

The Subcontractor listing threshold for this project is \$5,000. The following subcontractors will work on the construction of this project if my proposal is accepted. General Contractor is inserted for those trades for which no subcontract will be let and in which this contractor is experienced. List one entry per trade.

This form is to be returned with your Bid. If bidder is representing that he is qualified to perform 100% of the work as required by the Bid, then write or type "None" under the "Subcontractor or Supplier" heading.

MECHANICAL

Company Name: _____

Address: _____

City: _____ State: _____

Work to be performed: _____

ELECTRICAL

Company Name: _____

Address _____

City: _____ State: _____

Work to be performed: _____

ROOFING

Company Name: _____

Address: _____

City: _____ State: _____

Work to be performed: _____

CONCRETE

Company Name: _____

Address _____

City: _____ State: _____

Work to be performed: _____

OTHER

Company Name: _____

Address: _____

City: _____ State: _____

Work to be performed: _____

OTHER

Company Name: _____

Address _____

City: _____ State: _____

Work to be performed: _____

OTHER

Company Name: _____

Address: _____

City: _____ State: _____

Work to be performed: _____

OTHER

Company Name: _____

Address _____

City: _____ State: _____

Work to be performed: _____

**ADDITIONAL COPIES MAY BE MADE, IF NECESSARY
THIS FORM MUST BE RETURNED WITH YOUR BID**

SUPPLEMENTAL TERMS AND CONDITIONS

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL

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INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

AWARD OF CONTRACT; LOWEST RESPONSIVE OFFER:

A CONTRACT RESULTING FROM THIS BID WILL BE AWARDED ON THE BASIS OF THE LOWEST TOTAL ALL OR NONE JUDGED RESPONSIVE AND ACCEPTABLE BY THE COUNTY.

CONTRACT PERIOD:

A CONTRACT RESULTING FROM THIS BID WILL BE EFFECTIVE UPON RECEIPT OF CONTRACT.

DESIGN CONFORMANCE; OSHA

THE DESIGN OF ALL EQUIPMENT PURCHASED AS A RESULT OF A BID MADE IN RESPONSE TO THIS REQUEST SHALL BE IN CONFORMANCE WITH ALL APPLICABLE REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT WHICH ARE IN EFFECT AT THE TIME OF DELIVERY.

GUARANTEED PERFORMANCE:

THE BIDDER, IF AWARDED A CONTRACT AS A RESULT OF THIS BID, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS BID, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE COUNTY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE BIDDER OR THE BIDDER'S SURETY.

INSPECTION OF MATERIALS:

THE COUNTY RESERVES THE RIGHT TO INSPECT MATERIALS PROVIDED BY THE BIDDER THROUGH A CONTRACT RESULTING FROM THIS BID TO DETERMINE THEIR QUALITY, FITNESS AND SUITABILITY. INSPECTION OF THESE MATERIALS MAY BE CONDUCTED WHENEVER THE COUNTY CONSIDERS NECESSARY.

MANUFACTURER'S INFORMATION:

ANY BID MADE IN RESPONSE TO THIS INVITATION MUST INCLUDE THE MANUFACTURER'S MAKE AND MODEL NUMBER (AS APPLICABLE) OF EACH ITEM AND LITERATURE CLEARLY DESCRIBING THE ITEM. FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN REJECTION OF THE BID.

MATERIALS AND WORKMANSHIP:

ALL MATERIALS FURNISHED BY THE BIDDER SHALL BE FREE FROM DEFECTS AND IMPERFECTIONS. WORKMANSHIP SHALL BE IN ACCORD WITH THE BEST INDUSTRY STANDARDS AND PRACTICES. BOTH MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY.

PRICE ESCALATION:

IF THE BIDDER DOES NOT OFFER A FIRM PRICE, OR IF A BID CONTAINS AN ESCALATION CLAUSE, THE BID MAY BE CONSIDERED ONLY UNDER THE FOLLOWING CONDITIONS:

- A. OFFERED PRICES MUST BE FIRM FOR AT LEAST NINETY (90) CALENDAR DAYS AFTER WRITTEN NOTIFICATION OF A CONTRACT.
- B. ALL PRICE INCREASES SHALL BE ACCOMPANIED BY A CERTIFIED LETTER FROM THE BIDDER'S SUPPLIER SHOWING THE PRICE INCREASE TO THE BIDDER.

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- C. ALL INVOICES OF THE OFFERED ITEMS, FROM SUPPLIERS TO THE BIDDER, SHALL BE SUBJECT TO AUDITING BY THE COUNTY AND FURNISHED WITHOUT DELAY UPON REQUEST.
- D. THE COUNTY RESERVES THE RIGHT TO CANCEL A CONTRACT RESULTING FROM THIS BID AND SOLICIT A NEW CONTRACT IF THE ESCALATED PRICE IS ABOVE THE CURRENT OPEN MARKET PRICE FOR THE SAME COMMODITY. CANCELLATION OF THE CONTRACT SHALL NOT AFFECT ANY OUTSTANDING ORDERS.
- E. ALL REVISIONS OF THE PRICE LIST SHALL BECOME EFFECTIVE WHEN THEY ARE RECEIVED, IN WRITING, AND ACCEPTED, BY THE PURCHASING OFFICE OF THE COUNTY, PROVIDED THAT THEY DO NOT CONFLICT WITH ITEM (F.) OF THIS PARAGRAPH.
- F. ALL APPROVED PRICE CHANGES RESULTING FROM THIS ESCALATION CLAUSE SHALL BE FIRM FOR A PERIOD OF NINETY (90) CALENDAR DAYS AFTER ACCEPTANCE IN WRITING BY THE COUNTY.
- G. THE BIDDER SHALL BE LIMITED TO A MAXIMUM OF TWO PRICE ESCALATIONS PER CONTRACT PERIOD UNLESS OTHERWISE SPECIFIED IN THIS REQUEST.
- H. THE BIDDER SHALL PROVIDE TO THE COUNTY WRITTEN NOTICE OF ANY REQUESTED PRICE CHANGES AT LEAST SIXTY (60) DAYS PRIOR TO THOSE CHANGES TAKING EFFECT.
- I. IF THE BIDDER RECEIVES ANY PRICE DE-ESCALATIONS FROM THE SUPPLIER OF GOODS SOLD TO THE COUNTY THROUGH A CONTRACT RESULTING FROM THIS BID, THE BIDDER IS RESPONSIBLE FOR NOTIFYING THE COUNTY WITHIN TWENTY-FOUR (24) HOURS OF SUCH DE-ESCALATIONS, AND PASSING THOSE PRICE CHANGES ON TO THE COUNTY IMMEDIATELY.

BRIBES, GRATUITIES, AND KICKBACKS:

THE PROCUREMENT CODE, SECTIONS 13-1-28 THROUGH 13-1-199, NMSA, 1978 IMPOSES CIVIL AND CRIMINAL PENALTIES FOR CODE VIOLATIONS. IN ADDITION THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY/PENALTIES FOR ILLEGAL BRIBES, GRATUITIES AND KICKBACKS.

OTHER PUBLIC GOVERNMENTAL AGENCIES:

OTHER PUBLIC GOVERNMENTAL AGENCIES (HEREINAFTER, OPGA) MAY PURCHASE FROM ANY INVITATION FOR BID (IFB) ISSUED BY THE COUNTY OF MCKINLEY UNLESS OTHERWISE STATED. IT SHALL FURTHER BE UNDERSTOOD THAT WHEN THE TERMS "COUNTY OF MCKINLEY" OR "COUNTY" ARE USED, THE OPGA ALSO APPLIES, UNLESS OTHERWISE STATED. IT SHALL BE THE RESPONSIBILITY OF THE VENDOR TO VERIFY WHETHER THE PURCHASING ENTITY IS LEGITIMATE.

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**APPENDIX A
NO-BID STATEMENT**

In an effort to make the procurement of County of McKinley goods and services as competitive as possible, we are soliciting information from vendors 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.

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)

INVITATION FOR BIDS

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APPENDIX B
GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

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

1. APPLICABILITY: Except as otherwise specifically provided in this bid, these General Instructions, Terms and Conditions shall govern the procurement of the items specified in this bid. In the event of a conflict between these General Instructions, Terms and Conditions, Supplemental Conditions or the specifications of this bid, the order of application shall be the Specifications, Supplemental Conditions and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance and promulgated Rules and Regulations shall apply.

2. DEFINITIONS: As used in this bid, the definitions of the Public Purchases Ordinance apply including the following.
 - A. **"Bid"** means all documents, including those attached or incorporated by reference, issued by the Purchasing Department for soliciting offers to provide goods, services or construction.
 - B. **"Contract"** means any agreement for the procurement of goods, services, construction or concessions. A Purchase Order issued in response to an offer constitutes a contract.
 - C. **"Contractor"** means an offerer who has been awarded a contract.
 - D. **"County"** means the County of McKinley, New Mexico.
 - E. **"Purchase Order"** means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
 - F. **"Purchasing Office"** means the Purchasing Department of the Office of the Manager of the County.
 - G. **"Purchasing Officer"** means the person charged with the responsibility of administering the Department.
 - H. **"Bidder"** means a business that submits a response to a competitive solicitation.
 - I. **"Responsible Bidder"** means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will

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assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the offeror's capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.

- J. **"Responsive Bid"** means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- K. **"Successful Bidder"** means the lowest Responsible Bidder to whom McKinley County, on the basis of the County's evaluation, makes an award. A Successful Bidder does not become a contractor until a purchase order is signed by the County.

3. PREPARATION OF BID:

- A. **Submission:** All Bids must be submitted on the Invitation for Bids form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the bidder to submit sufficient additional information to allow for a thorough evaluation of the bid submitted.
- B. **Preparation Method:** All information required in this Bid must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each bid must be signed on the appropriate pages by an individual authorized to bind the bidder submitting the bid.
- C. **Unit Prices:** The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation. Unit prices offered should be for the units specified.
- D. **Delivery Time:** Delivery time stated in the specifications shall apply. Deviations by the bidder shall be stated on the Specification Exception form, Appendix A. Time, if stated in number of days, will be consecutive calendar days.
- E. **Payment Terms:** The Invitation for Bids form provides space for the bidder to identify the payment terms that the bidder is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the County Accounts Payable Office.
- F. **Freight Policy:** Freight will be F.O.B. Destination (As indicated on the Invitation for Bids form), Freight Prepaid, unless otherwise specified in this Bid.

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

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

- J. Equivalent Bids: Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean "minimum acceptable level" or "minimum quality required" by the County unless the specifications state that no substitutions or equivalents will be allowed. If the bidder offers an item other than the one specified, which the bidder considers comparable, the manufacture's name and model number of that item must be specified in the bid and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.
- K. Exception to Specifications: Bidders are to state any exceptions taken to this Bid on the Specifications Exception form, Appendix A. If no exceptions are stated, the bidder is required to furnish the items exactly as specified and to comply with all other requirements of this bid.

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- L. Indemnity: The bidder to whom an award has been made as a result of this bid expressly agrees to defend, indemnify and save harmless the County and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the bidder's providing the goods, services for construction pursuant to the bid or by reason of any act or omission, neglect or misconduct of the bidder, the agents, employees or subcontractors of the bidder or the agents or employees of any subcontractor of the bidder. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
 - M. Patent Indemnity: If any item furnished pursuant to any contract resulting from this bid shall be covered by any patent, copyright, or application for patent or copyright, the bidder shall defend, indemnify and save harmless the County from any and all loss, cost or expense or any and all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
 - N. Public Inspection: Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the bid regardless of any designation to the contrary. The County shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the bids. Bidders are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978)
 - O. Material Safety Data Sheets: To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this bid. It is the responsibility of the bidder to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the bidder.
4. ETHICAL CONDUCT: By submitting its bid in response to this invitation, the bidder certifies that:

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

5 REQUESTS FOR EXPLANATIONS BY BIDDERS:

- A. Requests for Explanation: Any explanation desired by the bidder regarding the meaning or interpretation of specifications or any part of this bid must be requested in writing and received in the Purchasing Department not less than five (5) working days before the bid opening date.
- B. Response to Bids: Oral explanations or instructions given prior to the opening of the offer shall not be binding. The Purchasing Department must issue any official explanations, in writing.

6 ADDENDA:

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

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

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

7 CLARIFICATION OF BIDS:

The County may, in the evaluation of bids, request clarification from bidders regarding their bid, obtain additional material or literature, and

COUNTY OF MCKINLEY

pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.

8. SUBMISSION OF BID:

- A. Time: Bids not received by the time and date indicated on the Invitation for Bids will not be accepted, and will be returned unopened.
- B. Hand Carried: Bids may be hand carried to the Purchasing Department on the Third Floor of the County Courthouse, 201 West Hill Street, Gallup, New Mexico.
- C. Mailed: Bids may be mailed to the attention of the Purchasing Department, County of McKinley, P.O. Box 70, Gallup, New Mexico 87305-0070. The County shall not be responsible for bids that are mailed and not received by the opening date and time specified in the solicitation.
- D. Receipts: Receipts for hand delivered bids shall be issued by the Office of the Manager (upon request) for bids, which are hand carried.
- E. Envelope Preparation: The envelope/package containing a bid must be sealed and the following identifying information legibly written or typed on the outside.
 - 1). Name of Bidder
 - 2). Bid Number assigned by the County to the Invitation for Bids
 - 3). Opening date as identified on the bid or subsequent addenda
- F. No Other Methods of Bid Delivery: Neither telephone, telegraphic, or facsimile bid shall be accepted.

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

10. OSHA REQUIREMENTS IN EMPLOYMENT:

COUNTY OF MCKINLEY

McKinley County shall contract with Companies or Firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise and shall also comply with the McKinley County Loss Control Manual as if an employee of McKinley County.

11. LOCKOUT-TAGOUT POLICY:

McKinley County has adopted standard procedures for Lockout-Tagout for energy isolating devices. Companies or firms under contract with McKinley County shall provide the County's Safety Officer with their Lockout/Tagout procedures or comply with the County's Lockout/Tagout procedures.

12. HAZARDOUS COMMUNICATION PROGRAM:

McKinley County has adopted standard procedures for the Hazard Communication program otherwise referred to as the:"Right to Know Law", to provide knowledge, warning, protection and other materials. Companies or firms under contract with McKinley County shall provide the County's Safety Officer or his designee, with their "Hazard Communication Program" procedures for comply with the County's Hazard Communication Program procedures.

13. NO RESPONSE FORMS:

If the bidder will not be submitting a bid in response to this invitation, the No Bid statement, Appendix B, included in this Bid, should be completed and returned (Recipient's name and reason for not making a bid must be stated). If you are not making a bid, please DO NOT return the entire Bid package. Return ONLY the No Bid statement. If neither a bid nor a No Bid statement is received from a vendor on three (3) consecutive Requests for the same commodity, that bidder may be removed from the Purchasing Office Vendor List for that commodity.

14. WITHDRAWAL OF BIDS:

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

15. OPENING OF BIDS:

Time and Place: Bids will be opened by the Purchasing Department at the time and place identified in this Bid. Openings are open to the public. Bidders are encouraged to attend.

16. DISQUALIFICATION OF BID:

The County reserves the right to reject a bid for, including but not limited to, any one or more of the following circumstances:

COUNTY OF MCKINLEY

- A. In the past the bidder has failed to comply with previous contractual commitments or bids to the County.
- B. In the opinion of the County the bidder is not capable of providing the offered goods, services, or construction as offered or required by the bid or is otherwise not a responsible bidder.
- C. The bidder has not provided sufficient or detailed information, which allows for the evaluation of the bid.
- D. In the opinion of the County the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The bidder failed to properly fill in any space on the Invitation for Bids form and attached documents where information or a signature is required.
- F. The bidder did not, at the time the bid is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Bid.
- G. The bidder failed to submit with their bid, bid bonds or other material requirements of the Bid or has otherwise submitted a non-responsive bid.
- H. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind, which might make the bid incomplete, indefinite or ambiguous in meaning.
- I. Bid was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the bidder.
- J. The County determines that a bid contains any misrepresentations whatsoever.

17. REJECTION/CANCELLATION OF BIDS:

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

18. MINOR OR TECHNICAL IRREGULARITIES:

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

COUNTY OF MCKINLEY

19. NONCONFORMING/CONDITIONAL, OR COUNTER BIDS:

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

20. BID ANALYSIS:

The County reserves the right to analyze, examine and interpret any bid for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of bids. Bids may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, bidders may withdraw their bids from consideration.

21. AWARD OF CONTRACT:

- A. When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the County is provided to the bidder. A Recommendation of Award does not constitute award of contract.
- B. Award: If a contract is awarded, it shall be awarded to the responsive and responsible bidder whose bid is lowest in total price and is the most advantageous to the County, specifications and other factors considered.
- C. Basis of Award: The County reserves the right to award a contract based on this Bid in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best serves the interests of the County, unless otherwise stated in this Bid.
- D. Increase of Quantities: The County reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.
- E. Decrease of Quantities: The County reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.
- F. Contract Changes: In no case shall a contract be changed without the prior written approval of the Purchasing Officer.

COUNTY OF MCKINLEY

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

NOTE: Your State Tax Number is NOT your Resident Certification Number.

22. PROTEST PROCESS:

- A. Any bidder who is aggrieved in connection with a solicitation or award of an Agreement may protest to the County of McKinley Purchasing Officer in accordance with the requirements of the County of McKinley's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto.
- B. In the event of a timely protest under this section, the Purchasing Officer and the County of McKinley shall not proceed further with the procurement unless the Purchasing Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the County of McKinley (13-1-173 NMSA 1978).
- C. The Purchasing Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorney's fees (13-1-174 NMSA 1978).
- D. The Purchasing Officer or his designee shall promptly issue a determination relating to the protest. The determination shall:
- 1) state the reasons for the action taken; and
 - 2) inform the Protester of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.
- E. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the Protester and other bidders involved in the procurement (13-1-176 NMSA 1978).

23. DELIVERY, ACCEPTANCE AND GUARANTEE:

COUNTY OF MCKINLEY

- A. No Delivery Before Purchase Order is Issued: No bidder, including the bidder to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the

Issuance of a Purchase Order or Notice to Proceed issued by the County Purchasing Department.

- B. Cancellation for Non-Delivery: The County reserves the right to cancel any order not delivered by a guaranteed date stipulated in this bid or any contract resulting from this invitation without liability on the County's part.
- C. Acceptance of Delivery: Acceptance by the County of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the County's right to require replacement of defective material or inadequate service.

24. INSPECTIONS:

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

25. INVOICE AND PAYMENTS:

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Bid. Invoices are to be mailed to: McKinley County, Board of Commissioners, Accounts Payable, P.O. Box 70, Gallup, New Mexico 87305-0070. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounts Payable at (505) 722-3868.

COUNTY OF MCKINLEY

26. DEFAULT/TERMINATION FOR CAUSE:

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Bid in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the County shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the County shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The County shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

If a contract resulting from this Bid is canceled, the Contractor shall not be relieved of liability to the County for damages caused by its breach of the contract. The County reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

27. TERMINATION FOR THE CONVENIENCE OF THE COUNTY:

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

28. TERMINATION FOR LACK OF APPROPRIATIONS:

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

29. COOPERATIVE PROCUREMENT AGREEMENT:

This Invitation to Bid is under a Cooperative Procurement Agreement with County of McKinley, City of Gallup, and McKinley County Schools. The items/services listed in this bid apply to all three agencies. Each Central Purchasing Office will issue their own Purchase Order for the items/services mentioned in this bid.

The quantities in this bid do not necessarily reflect the total estimated usage by all participating Central Purchasing Offices. Bidder is required to furnish prices F.O.B. (freight included) to the following locations:

City of Gallup
ATTN: Purchasing Agent
P.O. Box 1270
Gallup, NM 87305

McKinley County Schools
ATTN: Purchasing Agent
700 Boardman Dr.
Gallup, NM 87301

BIDDERS MUST BECOME FAMILIAR AND COMPLY WITH THE TERMS AND CONDITIONS OF EACH PARTICIPATING AGENCY INVOLVED IN THIS COOPERATIVE PROCUREMENT AGREEMENT.

McKINLEY COUNTY does not in any way guarantee the bidder any quantities other than for the county needs, other cooperative agencies only have an option to participate off this bid and will be liable for their own requirements.

APPENDIX C DRAWING & WAGE RATE DECISION:

New Design Built 40,000 Gallon Water Tank for Bluewater Acres: Wage Decision # MC-1 1-0482 H a new design built fire protection water tank storage for Bluewater Acres Fire Department.

Type H - Heavy Engineering, effective 01/26/10

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
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"AN EQUAL OPPORTUNITY EMPLOYER"

Asbestos Worker - Heat & Frost Insulator	27.35	10.23	0.20
Boilermaker	18.50	3.31	0.56
Bricklayer/Blocklayer/StoneMason	20.78	4.73	0.54
Carpenter/Lather	20.86	6.00	0.35
Millwright/Piledriver	26.38	5.96	0.40
Cement Mason	21.83	6.98	0.40
Electricians			
Outside Classifications			
Groundman	21.14	10.23	0.25
Equipment Operator	23.96	10.23	0.25
Lineman/Tech	24.55	10.23	0.25
Cable Splicer	25.73	10.23	0.25
Inside Classifications			
Wireman/Tech	26.85	8.36	0.54
Cable Splicer	28.58	8.36	0.54
Sound Classifications			
Installer	0.00	0.00	0.00
Technician	0.00	0.00	0.00
Soundman	0.00	0.00	0.00
Glazier	0.00	0.00	0.00
Ironworker	31.04	9.40	0.42
Painter (Brush/Roller/Spray)	16.00	3.78	0.00
Plumber/Pipefitter	28.30	11.00	0.32
Rofer	19.56	11.34	0.23
SheetmetalWorker	27.56	14.20	0.42
Operators			
Group I	33.08	6.98	0.35
Group II	33.28	6.98	0.35
Group III	33.86	6.98	0.35
Group IV	33.88	6.98	0.35
Group V	33.88	6.98	0.35
Group VI	34.03	6.98	0.35
Group VII	34.08	6.98	0.35
Group VIII	34.23	6.98	0.35
Group IX	34.73	6.98	0.35
Group X	35.53	6.98	0.35
Laborers			
Group I	14.95	4.27	0.26
Group II	15.25	4.27	0.26
Group III	15.55	4.27	0.26
Group IV	16.12	4.27	0.26
Group V	16.37	4.27	0.26
Group VI	15.10	4.27	0.26
Group VII	15.04	4.27	0.26
Group VIII	15.50	4.27	0.26
Group IX	15.70	4.27	0.26
GroupX	16.37	4.27	0.26
Truck Drivers			

"AN EQUAL OPPORTUNITY EMPLOYER"

Group I	15.05	4.94	\$0.26
Group II	15.25	4.94	\$0.26
Group III	15.45	4.94	\$0.26
Group IV	15.65	4.94	\$0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "H" CONSTRUCTION.

New Mexico Department of Workforce Solutions
Public Works Bureau

625 Silver Ave SW, Suite 410, Albuquerque, NM 87102

Michael Fanestiel (505) 841-8995 OR michael.fanestiel@state.nm.us Patricia Barela (505) 841-4409 OR
patricia.barela@state.nm.us

Lori Griego (505) 841-4408 OR lori.griego2@state.nm.us

fax (505) 841-4423

Wage Decision # MC-11-0482 H
NOTIFICATION OF AWARD (NOA)

Description and Location of Work: New Design Built 40,000 Gallon Water Tank for

"AN EQUAL OPPORTUNITY EMPLOYER"

Bluewater Acres

A new design built fire protection water tank storage for Bluewater Acres Fire Department

City of Bluewater
Drive

McKinley County

#9 Cod

REMINDER for Agency Conducting BID Process: If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required.

When the Contract is awarded for this project the Wage Rate Poster and the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including 2nd tier subcontractors) and fax or mail it to the address above. ***If the project is canceled***, this form must be completed by the agency conducting the bid process. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.10.B (3) of the Public Works Minimum Wage Act Policy Manual.

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

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

Telephone: _____
Fax: _____

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

Approximate Date Work to
Start: _____

Estimated Completion
Date: _____

Estimated Cost of
Project: _____

Bid Opening
Date: _____

Note: The General/Prime Contractor MUST mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) MUST also mail/fax their Statement of Intent to Pay Prevailing Wages through the General/Prime Contractor before they start work. After work on the project is completed (**but before final payments**), subcontractors and all tiers of subcontractors must mail/fax (through the General/Prime Contractor) an Affidavit of Wages Paid.

Signature for Contracting Agency (or agent)

Printed Name _____

Date _____

SUBCONTRACTOR LIST

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

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

Wage Dec. # MC-11-0482 H

General Contractor:

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____

E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd
TIER _____

(To Whom) (To Whom) (To Whom) (To Whom)
Work to be performed: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____

E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd
TIER _____

(To Whom) (To Whom) (To Whom) (To Whom)
Work to be performed: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____

E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd
TIER _____

(To Whom) (To Whom) (To Whom) (To Whom)
Work to be performed: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____

E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd
TIER _____

(To Whom) (To Whom) (To Whom) (To Whom)
Work to be performed: _____ Amount (\$): _____

Company Name: _____

"AN EQUAL OPPORTUNITY EMPLOYER"

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

E-Mail Address: _____ License No.: _____

Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____

(To Whom) (To Whom)
 Work to be performed: _____ Amount (\$): _____

Company Name: _____

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

E-Mail Address: _____ License No.: _____

Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____

(To Whom) (To Whom)
 Work to be performed: _____ Amount (\$): _____

NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU

QUESTIONS?? Call OR E-mail:

Patricia Barela @ (505) 841-4409 OR patricia.barela@state.nm.us or
 Lori Griego @ (505) 841-4408 OR lori.griego2@state.nm.us or

Michael Fanestiel @ (505) 841-8995 OR michael.fanestiel@state.nm.us fax (505) 841-4423

<u>Contracting Agency/Owner</u>	County		Decision No.
	<u>McKinley</u>	04/08/11	
		Expires for Bids	
Type of Construction: H		Upon approval of 2011 rates	

Description of Work: New Design Built 40,000 Gallon Water Tank for Bluewater Acres

a new design built fire protection water tank storage for Bluewater Acres Fire Department.

REMINDER to those preparing BID documents: If bids are not opened by the above "Expires for Bids" date, a **NEW** wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a **NEW** wage decision **WILL** be required. Call the Public Works Bureau at (505) 841-8995 to check status of new wage rates.

NOTICES

ALL contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) before any work is started.

Sub-contractors & 2nd/3rd Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

8/10/07

"AN EQUAL OPPORTUNITY EMPLOYER"

SUSANA MARTINEZ
GOVERNOR



CELINA BUSSEY
SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS

JOHN SANCHEZ
LT. GOVERNOR

Public Works Bureau
625 Silver Ave SW, Suite 410
Albuquerque, NM 87102
(505) 841-4400 / FAX (505) 841-4423

Dear Owner/Contracting Agency:

The enclosed wage decision packet must be used in the contract resulting from the bid opening on this project and, excluding the Notification of Award, and Subcontractor List, **MUST BE FORWARDED** to the prospective general contractor that has been awarded the bid. The general contractor must post the complete wage decision at the job site in an easily accessible place. Failure to do so may result in fines. Furthermore, each subcontractor must receive a copy of the wage decision and use these rates to pay all employees.

LABOR ENFORCEMENT FUND — STRICTLY ENFORCED

NOTE: Any general contractors must be registered with the Labor Enforcement Fund prior to the bidding process or the bid shall be deemed invalid. All subcontractors or tier subcontractors bidding more than \$60,000 on a Public Works contract **MUST** be registered with the Labor & Industrial Division. Visit our website at www.dws.state.nm.us, click "Public Works" for a Labor Enforcement Fund Form and other forms. **REMINDER TO THOSE PREPARING BID DOCUMENTS: IF BIDS ARE NOT OPENED BEFORE NEW WAGE RATES FOR 2011 ARE APPROVED; NEW WAGE RATES MAY BE REQUIRED. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 505-841-8995.**

Weekly certified payrolls are required on all public works projects. All certified payrolls must be submitted to the general contractor and the owner/contracting agency. The general contractor must have copies of certified payrolls available to this office within ten days of a written request. Please do **NOT** submit any certified payrolls to our office unless our office requests them.

NM Apprenticeship and Training Fund payments are paid by each general contractor/subcontractor/tier(s) to either an approved apprenticeship program or to our office (NMDWS, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428). Payments are due for all hours in each trade a company has on the job site that has an apprenticeship contribution rate on the state wage decision. These payments are for the hours worked by both journeyman and apprentices, regardless of whether the company has apprentices or not. If the project has both Federal and State funding, the payments are still required. Only when the project has all Federal funds, is the project exempt. On Type "A" projects, where there are no contribution rates, apprenticeship payments do not apply. On projects with two types of construction, the contribution applies for the work under the type construction with contribution rates. Failure to pay Apprenticeship contributions is a violation of the Apprentice and Training Act and may result in penalties. If you have any Apprenticeship questions, please feel free to call (505) 841-4403.

"AN EQUAL OPPORTUNITY EMPLOYER"

SUSANA MARTINEZ
GOVERNOR



CELINA BUSSEY
SECRETARY

JOHN SANCHEZ
LT. GOVERNOR

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
Public Works Bureau
625 Silver Ave SW, Suite 410
Albuquerque, NM 87102
(505) 841-4400 / FAX (505) 841-4423

NOTICE TO ALL PUBLIC WORKS CONTRACTORS
PERTINENT INFORMATION IN ACCORDANCE WITH THE NM PUBLIC WORKS
MINIMUM WAGE ACT

The Public Works Bureau insures compliance of the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA 78). This office issues prevailing wage rates for each project for inclusion in the bid documents. After a project contract is signed, the **Notification of Award (NOA)** and **Subcontractor List** must be completed and sent to the Public Works Bureau by the Contracting Agency or its agent. The **Statement of Intent to Pay Prevailing Wages** must be completed by the contractors performing work on the project and sent through the General Contractor to the Public Works Bureau. A Statement of Intent to Pay Prevailing Wages is required from each construction contractor before they start work on a state or locally funded construction project costing a total of \$60,000 or more. Every contractor (general, sub, second tier, etc.) must pay those rates through weekly payment and payroll.

Wage rates include a base rate and a fringe rate of pay. In many cases, an additional cost to the contractor is an apprenticeship contribution rate per hour for both journeyman and apprentices. A **monthly apprenticeship contribution compliance form and check for payment** (when applicable) is required and should be sent to NMDWS, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428. After a contractor completes work on a project, but before his final payment, an **Affidavit of Wages Paid** must be completed and sent to the Public Works Bureau — through the General Contractor.

Each employee must receive the full base and fringe rate per hour for all hours worked in their job classification, regardless of the qualifications or license held. The only exception is for workers with a current certification in approved apprenticeship programs. The apprentice must also receive the full benefit of the fringe rate. Fringe benefits may also be paid into approved health benefit programs, pension programs, life insurance programs, company holiday and vacation programs and/or training programs that are not apprenticeship programs (*i.e.*: an OSHA 10 safety program). If fringe benefits are paid to a third-party account, the employee must have quarterly statements provided to them. The third way of paying fringe benefits, is to pay as a combination of cash and into approved programs. This office will sometimes ask for complete breakdowns of all payment to insure total compliance.

The minimum wage, or greater, as shown on individual wage decisions must be paid. "In addition, the contractor, subcontractor employer or any person acting as a contractor shall be liable to any affected employee for liquidated damages in the sum of one hundred dollars (\$100.00) for each calendar day on which a contractor, subcontractor, employer or any person acting as a contractor has willfully required or permitted an individual laborer or mechanic to work in violation of the provisions of the Public Works Minimum Wage Act" (13-4-14.C, NMSA 78). When questions arise about the requirements of the Act or the Public Works Minimum Wage Act Policy Manual they must be resolved as soon as possible. If you have questions, please call (505) 841-8995.

"AN EQUAL OPPORTUNITY EMPLOYER"

LABOR ENFORCEMENT FUND ***(STRICTLY ENFORCED)***

13-4-13.1 Public works contracts; registration of contractors and subcontractors.

- A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the division. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.
- B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof or required registration for itself.
- C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with workforce solutions department rules. The division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.
- D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

13-4-14.1 Labor enforcement fund; creation; use.

The "labor enforcement fund" is created in the state treasury. The fund shall consist of contractor and subcontractor registration fees collected by the labor and industrial division of the labor department and all investment and interest income from the fund. The fund shall be administered by the division, and money in the fund is appropriated to the division for administration and enforcement of the Public Works Minimum Wage Act [13-4-10 NMSA 1978]. Money in the fund shall not revert to the general fund at the end of a fiscal year.

13-4-14.2 Registration cancellation, revocation, suspension; injunctive relief.

The director may:

- A. cancel, revoke or suspend with conditions, including probation, the registration of any party required to be registered pursuant to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] for failure to comply with the registration provisions or for good cause, subject to appeal pursuant to Section 13-4-15 NMSA 1978; and seek injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

To Be Filled *Before* Construction Starts

Please type or print in ink. Incomplete forms will be returned without approval.

Mail or fax to: Public Works Bureau, 625 Silver Ave SW, Ste 410, Albuquerque, NM 87102

Call: (505) 841-4409 - Fax: (505) 841-4423 (Fax transmission preferred)

GENERAL CONTRACTOR INFORMATION		
Company Name: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone: _____	Fax: _____	
Estimated Start Date: _____	State Wage Dec. #: _____	
Project Title: _____	Project Physical Address: _____	
Total Contract Amt: _____	Estimated Completion Date: _____	
PRINT NAME: _____	SIGNATURE: _____	
SUBCONTRACTOR: Subcontract amount: _____		Start Date of Work
Company Name: _____		on This Project: _____
Address: _____		
City: _____	State: _____	Zip: _____
Phone: _____	Fax: _____	
PRINT NAME: _____	SIGNATURE: _____	
2ND. TIER SUB 2 Tier Contract amount _____		Start Date of Work
Company Name: _____		on This Project: _____
Address: _____		
City: _____	State: _____	Zip: _____
Phone: _____	Fax: _____	
PRINT NAME: _____	SIGNATURE: _____	

I hereby certify that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Public Works Bureau for this project as identified by the State Wage Decision No. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

LID Approval of This Form

Date

NOTE: After 7/01/09, ALL tiers of contractors with contracts over \$60,000, MUST be registered with the Department of Workforce Solutions, Public Works Bureau. The registration form is available on our web page at www.dws.state.nm.us under Public Works and Additional Forms. Fill in the Labor Enforcement Fund form and mail to the post office box listed at the top of the form. Go to the same page that the form is on to check the list of Registered Contractors.

(See IMPORTANT information on back!)

Revised 1/25/10

INSTRUCTIONS FOR FILLING OUT STATEMENT OF INTENT

FOR GENERAL CONTRACTOR:

1. Fill in general contractor information and provide signature.
2. State Wage Dec. No. as listed in bid documents. (example: BE-07-0123 B)
3. Project Title - Listed in bid documents. Whatever the project is.
4. Project Physical Address - Exact location of project (job site).
5. Estimated Start & Completion Dates of project
6. General Contractor's Contract Amount - Project cost .

FOR SUBCONTRACTOR:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section as indicated and provide signature. Send to GC. Sub-contract amount — list subcontract amount.
PLEASE NOTE: A SEPARATE SIGNED FORM IS NEEDED FOR EACH CONTRACTOR.

FOR 2ND. TIER SUB:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section; subcontractor signature not needed. Send to GC.
3. Fill in 2nd. Tier sub section and provide signature.
4. 2nd Tier contract amount — list amount.

For 3rd TIER & HIGHER: Attach a copy of this completed form & list the 3rd tier contractor info under the 2nd tier contractor with a note.

Effective July 1, 2009 - ALL contractors bidding on public works contracts for \$60,000 or more MUST be registered with the Labor & Industrial Division prior to bidding the project. The registration form may be found on the DWS web page at www.dws.state.nm.us under Public Works and Forms. Print the Labor Enforcement Fund Form and mail it along with a check for \$200 to the address at the top of the form. A list of registered contractors may be reviewed on the same page as the registration form. Registration is good for one year, and after registration, contractors may bid as many contracts as they wish. Upon expiration of the registration, contractors may complete projects, but in order to bid new ones after the expiration, they must register again. NOTE: All Statements of Intent to Pay Prevailing Wages must go to the GC to submit to

the Department of Workforce Solutions for approval. _DWS will return approved Affidavits to the GC who should forward to the subs.

NOTE: If form is faxed, we do not need the originals, unless the fax is not legible.

AFFIDAVIT OF WAGES PAID

To Be Filled After Construction Is Complete

Please type or print in ink. Incomplete forms will be returned without approval.

Mail or fax to: Public Works Bureau, 625 Silver Ave SW, Ste 410, Albuquerque, NM 87102

Call (505) 841-4409 Fax: (505) 841-4423 (Fax transmission is preferred)

GENERAL CONTRACTOR INFORMATION

Company Name: _____ **A**

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Estimated Completion Date: _____ **State Wage Dec. #:** _____

Project Title: _____ Project Physical Address: _____

PRINT NAME: _____ SIGNATURE: _____

Subcontractor: _____ Date you completed work on _____

Company Name: _____ This project

Address: _____ DATE: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

PRINT NAME: _____ SIGNATURE: _____

2ND. TIER SUB: (Who is paying you? Fill in name above) _____ Date you completed work on _____

Company Name: _____ This project

Address: _____ DATE: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

PRINT NAME: _____ SIGNATURE: _____

I hereby certify that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Public Works Bureau for this project as identified by the State Wage Decision No. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

LID Approval of this Form

Date

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(See IMPORTANT information on back!)

Revised 1/25/10

NOTE: If form is faxed, originals are not required to be sent, unless the fax is illegible.

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4. Project Physical Address - Exact location of project (job site).
5. Estimated Completion Date of Project

FOR SUBCONTRACTOR:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section as indicated and provide signature. Send to GC.
PLEASE NOTE: A SEPARATE SIGNED FORM IS
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SUSANA MARTINEZ
GOVERNOR



CELINA BUSSEY
SECRETARY

JOHN SANCHEZ
LT. GOVERNOR

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
Public Works Bureau
625 Silver Ave SW, Suite 410
Albuquerque, NM 87102
(505) 222-4669 / FAX (505) 222-4780

NOTICE

Public Works Apprenticeship and Training Act

Statute 13-4D-4.B states:

"Public works construction projects, except for street, highway, bridge, road, utility or maintenance contracts with employers who elect not to participate in training, shall not be constructed unless an employer agrees to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the public works bureau of the labor and industrial division of the labor department. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the director."

For a copy of the above-mentioned act, please contact our office at (505) 841-4403.

For contractors that are not participants in an approved apprenticeship program, submit Apprenticeship & Training Contribution Compliance Statement and Payment to:

NMDWS
Public Works Bureau
PO Box 27428
Albuquerque, NM 87125-7428

NOTE: If form is faxed, originals are not required to be sent, unless the fax is illegible.

APPRENTICESHIP CONTRIBUTION PROGRAM

The following are easy reminders regarding this program:

1. For "B", "C", & "H" Projects: Whenever you have any workers on the job (even if you are not using apprentices), you are required to pay into the Apprenticeship Training Program as outlined in the Apprenticeship & Training Act. This applies to all contractors, subcontractors, ^{2nd} tiers, etc. Your wage rates will show which jobs have apprenticeship contributions.
2. If you have apprentices on the job, they must have a journeyman working with them. The ratio must be one-to-one.
3. The Apprenticeship Contribution is not considered part of the fringe benefits. It is totally separate.
4. The Apprenticeship Compliance Statement from our office (or our website) is the only form you may use. Do NOT modify our form or generate your own.
5. As noted on the Apprenticeship Compliance Statement, these forms are due on the 15th of every month for the length of the project. If no work was done for that month, send us a copy letting us know there was no work done.
6. Submit Apprenticeship Compliance Statements with payments to:
NMDWS, Public Works Bureau, PO Box 27428, Albuquerque, NM
87125-7428

*New Mexico Department of Workforce Solutions - Public Works Bureau .
625 Silver Ave SW, Suite 410 - Albuquerque, NM 87102
Phone: (505) 841-4408 Fax: (505) 841-4423*

PAYROLL STATEMENT OF COMPLIANCE

Wage Decision No. : _____

(Name of Signatory Party)

(Title)

do hereby state:

(1) that I pay or supervise the payment of the persons employed by: _____
(Contractor or Subcontractor)

on the _____
(Name of Project)

that during the payroll period commencing on the ____ day of _____, 20 and ending the ____ day of _____, 20, all persons employed on said project have been paid the full weekly wages earned, that no deductions have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any

(Contractor or Subcontractor)

person, other than deductions permitted by law. Anyone found in violation of the NM Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborer or mechanic conform with the work he performed.
- (3) That any apprentice(s) employed in the above period are duly registered in a bona fide apprenticeship program registered with the State Apprenticeship agency recognized by the Bureau of Apprenticeship & Trng., US Dept. of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law & applicable federal regulation.

(4) FRINGE BENEFITS: (Please Spell Out Any/All Acronyms)

_(a) ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate program for the benefit of such employees.

If paid to an approved plan, fund, or program, please fill out name of program w/fringe breakdown per hour below:

Name of Program Used for Fringe Benefits:				
Pension =	Health/Welfare =	Holiday/Vac. =	Life Ins. =	Training* =
(If additional space is needed for more programs/fringe breakdowns, please attach a separate page.)				

FRINGE BENEFITS:

1. Pension
2. Health/Welfare
3. Holiday/Vacation
4. Life Insurance
5. Training (not Apprenticeship) *

FRINGE BREAKDOWN SAMPLE:

Fringe Benefit:	Amount:
401 (K) Plan	\$8.98/hr.
Vacation	\$2.23/hr.

_(b) **Paid to Union Program** - If paid to a Union and fringe benefits differ from employee to employee, and/or job contract, please provide fringe breakdown for each employee and attach copy of Union contract.

_(c) ARE PAID IN CASH, each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract.

Section 13-1 D-1 to Section 13-1 D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice & training programs in New Mexico in which the employer is a participant to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the Labor & Industrial Division Director.

APPRENTICESHIP CONTRIBUTIONS: (Please check applicable blank) Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Div. Check paid to: _____
(Name & address of approved Apprenticeship & Training Program) (Program No.)

Print Name of Certifying Official: _____ Signature of Certifying Official: _____ Title & Phone No.: _____ Date: _____

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

New Mexico Department of Workforce Solutions — Public Works Section
P.O. Box 27428, Albuquerque, NM 87125-7428 (new address for payments only)
(505) 841-4403 (505) 841-4420 - Fax

(Payment is not required for Type "A" Projects — Street, Highway, Utility & Light Engineering)

Apprenticeship & Training Contribution Compliance Statement

For the Month of: _____, 20____

(Circle One)

Contractor / Sub / 2nd. Tier Sub: _____

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

Project Name: State Wage Dec.No.
 (DO NOT submit payments on 100% federally-funded projects)

PLEASE CHECK APPROPRIATE BLANK:

E Paid to: PUBLIC WORKS APPRENTICESHIP & TRAINING FUND

(Mail to P.O. BOX) C h e c k N o _____ Check

Amt:

Payroll Clerk's (PRINT)

Name: _____

Signature: _____

Phone: _____

Forms due by 15th of each month on every public works project that has apprenticeship contribution on the wage decision. In accordance with the NM Apprenticeship & Training Act,

(SAMPLE ENTRY) Classification(s)	Week Ending 8/4	Week Ending	Week: Ending .8/18.	Week Ending	Week Ending 8/31	Total Hours	Appr. Rate per Hour	Total Contr.Amt
LABORER								8.20
Classification(s)	Week Ending	Week Ending	Week Ending	Week Ending	Week Ending	Total Hours	Appr. Rate per Hour	Total Classif. Contr.Amt

payment is due for each journey person, even if your company has no apprentices.

(WE WILL NOT ACCEPT CREDITS WHEN PAYMENT IS OVER PAID)

Each wage decision needs a separate compliance statement but only one check is needed for all statements:

(When paying to an approved program, complete section below & mail this form along with a copy of the check to the

following address: Public Works Bureau, 625 Silver Ave SW, Ste 410, Albuquerque, NM 87102

____ Paid to: Name of Approved NM Apprenticeship Program

Address: _____

Phone: _____

Apprenticeship Program No.: _____

(If in doubt, call 841-4403)

Print Name of Certifying Official: _____

Phone: _____

Signature of Certifying Official: _____

Date: _____

Revised 9/2008

