

INVITATION FOR BID

Village of Ruidoso



IFB: # 2019-005B
NIGP Commodity Code 287-36

INVITATION FOR BID

CONTROL PANEL REPLACEMENT PROJECT AT GRINDSTONE WTP

Contracting Agency:
Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345
Telephone: (575) 257-2721

Issued Date: February 27, 2019
Opening Date: March 19, 2019
2:00 PM Local Time

Billy Randolph
Purchasing Agent

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INVITATION FOR BID

Notice is hereby given that the Village of Ruidoso, Lincoln County, New Mexico calls for sealed competitive bids on **IFB #2019-005B, Control Panel Replacement Project at Grindstone WTP, NIGP Commodity Code# 287-36.** The Project consists of replacing and installing 2 control panels for filters 1-4 at plant 4 Water Treatment Plant.

A Mandatory pre-bid conference will be held for this Project on Thursday, March 7, 2019 at 10:00 a.m. at the Grindstone Water Treatment Plant located at 501 Resort Dr, Ruidoso New Mexico.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Bidding Documents must be paid on this project if the bid amount exceeds \$60,000, and that the Contractor must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

NOTICE OF REGISTRATION REQUIREMENT. Bidders are reminded that in order to be considered for bid award, all contractors (including their subcontractors if at a specific cost threshold) must be registered under the Labor Enforcement Fund with the New Mexico Department of Workforce Solutions on the date bids are unconditionally accepted for consideration for bid award and must remain actively registered in order to perform work under this solicitation. The Contractor selected for award of a contract shall provide documentation to verify compliance with this paragraph prior to execution of a contract.

Bids will be received at Village of Ruidoso Purchasing Warehouse located at 311 Center St., Ruidoso, NM 88345 until **2:00 p.m., Tuesday, March 19, 2019.** Submitted bids will be opened at the Purchasing Warehouse at 311 Center St at (2:10 PM). Mountain Time. Any bids received after closing time will be rejected and returned unopened.

Interested bidders may secure a copy of the bid at the Village of Ruidoso web site (www.ruidoso-nm.gov) or the purchasing warehouse at 311 Center St. Ruidoso, NM by calling 575.257.2721.

The Village of Ruidoso reserves the right to reject any and/or all bids and waive all informalities as deemed in the best interest of the Village

Billy Randolph
Village of Ruidoso
Purchasing Agent

Newspaper Alamogordo Daily News	_____	Publish Date	_____
Newspaper Las Cruces Daily News	_____	Publish Date	_____
Newspaper Albuquerque Journal	_____	Publish Date	_____
Newspaper Ruidoso News	_____	Publish Date	_____

Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of bids (§13-1-113 NMSA 1978) and published in a newspaper of general circulation in the area.

**Village of Ruidoso
BID PACKAGE
IFB #2019-005B
NIGP Commodity Code 287-36**

The Village of Ruidoso is requesting sealed competitive bids for the Control Panel Replacement Project at Grindstone WTP, NIGP Commodity Code# 287-36.

IMPORTANT:

The words **“SEALED BID”** along with the **BID NUMBER AND TITLE MUST** appear clearly on the outside sealed envelope or package of all bids. Bidder's name and address shall also be included.

It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the purchasing department if the specifications are formulated in a manner, which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two hours prior to the time set for bid opening.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PURCHASING AGENT IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Bids may be mailed to Village of Ruidoso
 Purchasing Agent
 313 Cree Meadows Dr.
 Ruidoso, NM 88345

or hand/courier-delivered to: Village of Ruidoso
 Purchasing Department
 311 Center St.
 Ruidoso, NM 88345

It is the Bidder's responsibility to see that the bid arrives on time.

NOTE; WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE 2 DAYS PRIOR TO DEADLINE IF POSSIBLE TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE. Some of the delivery services do not guarantee Overnight priority delivery to the Village of Ruidoso. (There is no U.S. mail delivery to the Purchasing Department's physical address,) If the bids are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Department office before the advertised date and hour for the opening. Bids that are delayed will not be considered and will be returned unopened.

Billy Randolph
Purchasing Agent
(575) 257-2721
email: BillyRandolph@ruidoso-nm.gov

**INSTRUCTIONS TO BIDDERS
GENERAL CONDITIONS & TERMS FOR
IFB #2019-005B
Commodity Code 287-36**

Control Panel Replacement Project at Grindstone WTP

1. Until the final award by the Village of Ruidoso Council, the Village reserves the right to reject any or all submittals, to waive technicalities, to re-advertise or to otherwise proceed when the best interest of the Village will be realized.
2. If there is any clarification, problem, ambiguity or question regarding this bid, contact the Village of Ruidoso Purchasing Department at (575) 257-2721 prior to the bid opening. Clarifications and ambiguities **will not** be considered after the bid opening. Answers provided regarding the bid specifications or bid package **MUST** be answered by the Purchasing Agent or designee. Questions answered by any other person or Village official shall be considered completely non-applicable to the legal provisions of this Bid, except as specifically authorized by the Purchasing Agent.

Prior to, and after submittal of bid, prospective Offerors shall not make contact with any official or staff member regarding this bid, other than contact to obtain a copy of this bid. The only approved contact shall be with the below referenced Purchasing and Village staff. Offerors making contact with any other Village official, evaluation committee member, or Village employees regarding this bid may be disqualified. Questions and/or suggestions concerning this bid may be directed to:

Billy Randolph – Purchasing Agent (575) 257-2721
Randy Koehn – Water Production Manager (575) 257-5525

3. All information contained in the bid response must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Bids must be signed in ink by an authorized representative of the offeror and the required information must be provided. The contents of the bid submitted by the successful offeror of the bid will become public record upon award and may become a part of any contract approved as a result of this solicitation. An Offeror may submit an amended bid before the due date and time. Any amended bid must be complete, as it will be substituted for the earlier bid(s). Any amended bid must be clearly identified as such in the transmittal letter.
4. A public log will be kept of the names of all Offerors who submit bids. Pursuant to Section 13-1-116 NMSA 1978 of the Procurement Code, the contents of any bid shall not be disclosed to competing Offerors during the negotiation process. The contents of the Bid submitted by the successful offeror will become public record upon award and may become a part of any contract approved as a result of this request for Bid. Bids are subject to provisions of State Law relating to inspection of public records. Bids will be kept confidential until a list of recommended Offerors is approved by the Village Council. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The Village will not disclose or make public any pages of a Bid on which the Offeror has stamped or imprinted the words "proprietary" or confidential". Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in

accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. It is not acceptable under the NM State Procurement Code to request that either the entire Bid or the proposed cost of services be kept confidential. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offeror's submittal and make a written determination specifying which portions of the Bid should be disclosed in accordance with applicable New Mexico law. Unless the offeror takes action to prevent the disclosure, the Bid may be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

5. **Preparation of Bids:** Each bid must be submitted to the Purchasing Department on the prescribed form. The bidder shall submit one copy signed and sealed. Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or type written. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. An authorized representative of the company must sign all bids.

All pages included in this Invitation for Bid that are marked "BID FORM" must be completed and returned as part of the bid document. All bids must be completed and securely sealed prior to submitting to the purchasing office. No un-sealed, faxed or e-mailed bids are acceptable.

It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two (72) hours prior to the time set for bid opening.

When the Purchasing Department issues a purchase document (e.g., purchase order number) in response to the Vendor's bid, a binding contract is created.

6. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with provisions hereof. Bids must be in the Village of Ruidoso Purchasing Department on or before the hour and date specified. Telephone Bids or Facsimile responses are not accepted. The Village of Ruidoso reserves the right to reject all bids if all bids exceed the available funds. Any bid received after the specified time for the opening of bids shall not be considered and will be returned unopened. Procurement law requires sealed bids or proposals. Therefore, the Owner cannot accept bids, which are transmitted using facsimile equipment. This may not apply to amendments or addenda that do not refer to pricing or to the transmittal of supplemental product literature, drawings and the like. Please refer the specific situation to the buyer for clarification before proceeding. Bids will be opened "publicly" at 311 Center Street, Ruidoso, NM unless otherwise designated in the bid. The "apparent" low bidder will be announced at bid opening.

Following bid opening, bids will be evaluated for such items as accuracy, completeness, and bidder's qualifications and workload. Bidders shall furnish such information, data, and documents to the Village of Ruidoso as they may require, and the Village of Ruidoso may conduct such inquiry, as it deems appropriate into the bidder's qualifications, prior to contract award.

7. **Familiarity with Conditions:** If there is any clarification, problem, ambiguity, conflict, or discrepancy question regarding this bid, contract documents, or specifications, contact the Village of Ruidoso Purchasing Department at (575) 257-2721 prior to the bid opening. Clarifications and addenda will be considered prior to the bid opening. Answers provided regarding the bid specifications or bid package **MUST** be answered by the Purchasing Agent or designee. Questions answered by any other person or Owner official shall be considered completely non-applicable to the legal provisions of this bid, except as specifically authorized by the Purchasing Agent.
8. **Qualifications of Bidders:**
- a) The Owner may make such investigations, as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. The Owner reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy the Owner that the bidder is qualified to carry out the obligations of the contract and to complete the work described herein.
 - b) Bidders must have required licensing and/or permitting from the United States Government, the State of New Mexico, and local jurisdictions.
 - c) **Any Contractor bidding on a public works project** shall be registered with the New Mexico Department of Workforce Solutions and shall provide proof of current registration. 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 labor and industrial division of the labor department. 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.
 - d) 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 of required registration for itself.
9. **Protest:** Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Village of Ruidoso Purchasing Department. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise thereto.
10. **Kickback Statement:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
11. **Modifications and Withdrawal of Bids:** A bid containing a mistake discovered before bid opening may be modified or withdrawn by a bidder. Modifications must be delivered in written form in a sealed envelope prior to bid opening. Withdrawals may be faxed to the Village of Ruidoso Purchasing department prior to bid opening. After bid opening, no modifications or withdrawal of bid will be permitted.

- 12. Bids Binding 60 days:** Unless otherwise specified all formal bids submitted shall be binding for (60) calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
- 13. Payment Terms:** For all purchases made by Purchase Order, payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Village of Ruidoso Finance Department at 313 Cree Meadows Dr., Ruidoso, NM 88345.
- 14. Taxes:** Price as shown on the bid proposal form shall be exclusive of gross receipts tax; however, the applicable gross receipts tax shall be shown as a separate amount on each billing made under the contract. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all sub-contractors to comply with it. Village of Ruidoso is exempt from gross receipts tax for the purchase of tangible personal property only. A properly issued Type 9 Nontaxable Transaction Certificate may be obtained from the Owner which will substantiate a deduction from the gross receipts tax.
- 15. Equivalency:** The Owner hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the Owner.
- 16. IN-STATE PREFERENCE CERTIFICATION:**
New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation and Revenue Department starting January 1, 2012. This in-state preference doesn't apply to contracts that use federal funding.
Under the new law, in-state companies and contractors will receive:
Five percent of the total weight of all the factors used in evaluating the proposals; and
The equivalent of five percent of total points if the state contract is awarded on a point-based system. Residential and tax information must be certified by certified public accountant. A copy of the In State Preference Certificate must be included with bidding documents.
- 17. RESIDENT VETERANS PREFERENCE:**
Beginning July 1, 2012, but not after June 30, 2022, New Mexico veteran-owned businesses who wish to obtain either a resident veteran business preference or a resident veteran contractor preference must first apply for and obtain certification from the New Mexico Taxation and Revenue Department (TRD). As long as a business initially meets and continues to meet the necessary requirements, a certification issued by TRD is valid for three years from the date of issuance. A business that has been certified by TRD may obtain a bidding preference when participating in a formal bid process or formal request for proposal process for the sale of goods or services to a New Mexico state or local public body. A copy of the Resident veterans Certificate must be included with bidding documents. Resident Veteran Businesses with annual gross revenues of up to \$3M in the preceding tax year to be 10% lower than the bid actually submitted.

18. **Addenda:** Any Addenda issued during the time of bidding, or forming a part of the contract Documents furnished to the Bidder for the preparation of the Bid, shall be acknowledged in the Bid and shall be made a part of the contract. Receipt of each addendum shall be acknowledged in the Bid Proposal.
19. **Other Applicable Laws:** Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
20. **Non-Collusion:** In signing this bid, the Vendor certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
21. **Non-discrimination:** Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a bid, vendor agrees to comply with this paragraph.
22. **Award:** Following determination of the successful bidder, the Purchasing Agent or committee will recommend to the Village Council that said firm be awarded the bid. Bidders are advised to bear in mind that the low bid obtained at the opening of the bid may not be the bid ultimately selected for the award. Notice is hereby given that the Village of Ruidoso council reserves the right to reject any and all bids received. The council also reserves the right to determine the best bid or reject the same in the event of ambiguity or lack a clearness and right to waive irregularities and technicalities. The Village council also reserves the right to accept the bid(s) that is deemed most advantageous to the Owner. Failure to submit requested information/documentation or the submission of incorrect information/documentation may result in disqualification of bid. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property. (§13-1-131, NMSA, 1978) The Owner will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.
23. **Patent Indemnity:** Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold the Owner harmless from any cost, expense, damage or loss incurred in any manner by the Owner because of any such alleged infringement.
24. **Warranties:** Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to the Owner and are in addition to and do not limit any rights afforded to the Owner by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability. Contractor shall warranty all parts and labor for a period of 12 months. The 12 month period shall start upon the Owner's acceptance of the work.

25. **Assignment:** Neither the order nor any interest therein, nor claim hereunder shall be assigned or transferred by the Seller except as authorized in writing by the Village of Ruidoso Purchasing Agent. No assignment or transfer shall relieve the Seller from its obligations and liabilities.
26. **Contingency:** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, the Village of Ruidoso shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
27. **Right to Reject:** The Village of Ruidoso reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the Owner.
28. **Cooperative Bid:** This Bid is available for use by all Village of Ruidoso departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s).
29. **Inspection and Acceptance.** The Owner will have final inspection and acceptance at destination. Work rejected due to non conformance with bid specifications will be removed at vendor's expense and risk in a timely manner after notice of rejection.
30. **Pre-Bid Conference.** **A Mandatory pre-bid conference will be held for this Project.** It is the Contractors responsibility to obtain any and all addendums. If the Contractor chooses not to attend the Pre-Bid Conference, Contractor will not be eligible to submit a bid.
31. **Indemnification:** The successful Bidder expressly agrees to defend, indemnify and save harmless the Village of Ruidoso and its 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, person(s), or property arising out of the provision of goods or services pursuant to the RFP, 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.
32. **Wage Rates:** The successful Bidder will be required to abide by the New Mexico Department of Workforce Solutions wage decision. **SEE ATTACHMENT**
33. **Bid Bond:** Each Bidder shall submit with his bid a certificate check, cashier's check on a solvent bank, or an acceptable bidding bond in the amount of **5%** percent of the total bid shown on the bid. This security shall be made payable to the Owner and will serve as a guarantee that the Bidder will file all bonds and securities required and enter into any contract awarded him, in accordance with the terms of his bid, within 10 days after notification of award.

- 34. Labor and Material, and Performance Bond:** The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a Labor and Material Bond and a Performance Bond in an amount of **100%** each; said bonds shall be secured from a surety company satisfactory to the Village, and duly authorized to do business in the State of New Mexico and approved in Federal circular 570, as published by the United States Treasury. The forms of the Bonds the successful Bidder will be required to execute are include in the Contract documents.
- 35. Insurance:**
- a. Certificate of insurance:** The successful Bidder shall not commence any work under this agreement until all insurance required by this bid has been obtained and certificates evidencing its issuance have been submitted to and approved by the Village. Such policies shall stipulate that no coverage can be changed or canceled, unless the Village has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy. The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.
 - b. Workmen's Compensation Insurance:** The successful Bidder shall carry Workmen's Compensation and Employer's Liability Insurance in the form and in such amount as may be currently required to comply with the Labor Laws of the State of New Mexico.
 - c. Automobile Insurance:** The successful Bidder shall carry and maintain during the life of the agreement: Comprehensive Automobile Bodily Injury Liability Insurance with:
 - \$500,000 each person and
 - \$1,000,000 each accident; together with Property Damage Liability with Limits
 - \$500,000 each accident and
 - \$1,000,000 aggregateOr successful Bidder may carry a policy with a combined single limit of \$1,000,000
This policy shall include all liability of the bidder arising from the operation of all self-owned motor vehicles used in the performance of the agreement; and shall also include a "non-ownership" provision covering the operation of motor vehicles not owned by the bidder, but used in the performance of the work.
 - d. Comprehensive General Liability:**
 - Bodily Injury: and Property Damage \$1,000,000
 - Products/completed Operations \$1,000,000
 - Umbrella policy \$5,000,000This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Village against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.
The following entities shall be named as additional insured on the General Contractor and Subcontractors' Comprehensive General Liability, Umbrella:
 - Village of Ruidoso, its officers and employees and agents
 - e. Subcontractor's Insurance:** Each Subcontractor engaged by the Contractor to perform any of the work under the agreement shall comply with the foregoing insurance requirements stipulated under paragraphs a, b, c, and d with respect to his own operations; and Certificates of such insurance coverage shall be filed with the Village before commencing any work, as hereinbefore stipulated.

36. **Licenses:** Bidder shall maintain in current status all Federal, State and Local Licenses and permits required. Copies of Contractor's license must be included with bidding documents
37. **Funding:** Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the services contemplated by this Invitation for bid.
38. **Commence Work:** The successful Offeror shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from the Village of Ruidoso. The successful offeror will perform all services indicated in the Bid in compliance with the negotiated contract. The successful offeror must, in performance of work on this contract, agree to fully comply with all applicable federal, state and local laws, rules and regulations.
39. **Due Diligence:** Offerors shall have no claim against the Village for failure to obtain information made available by the Village which the Offeror could have remedied through the exercise of due diligence.
40. **Signing of Bids and authorization to negotiate:** The original Bid shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the Village in connection with this BID. In addition, the Offeror shall provide evidence, in the form of a duly adopted resolution of its governing body, of the capacity of the person signing the Bid to bind the Offeror should its Bid be accepted by the Village.
41. **Subcontractors:** The Offeror shall not subcontract any portion of the services to be performed under this request for Bid without written approval from the Village of Ruidoso.
42. **Debarred or Suspended Contractors:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.
43. **Termination for Cause:** The Village may terminate this contract, or any part hereof, for cause in the event of any default by the successful Bidder, or if the Bidder fails to comply with any agreement terms and conditions, or fails to provide the Village, upon request, with adequate assurances of future performance. In the event of termination for cause, the Village shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Bidder shall be liable to the Village for any and all rights and remedies provided by law. If it is determined that the Village improperly terminated this agreement for default, such termination shall be deemed a termination for convenience.
44. **Notice of Contract Requirements binding on Offeror:**
 - a. In submitting this Bid, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Bids dealing with federal, state and local requirements which are a part of these Request for Bids.

- b. **Laws and Regulations:** The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.
45. **Rejection or Cancellation of Bids:** This Invitation for Bids 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 Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).
46. **Campaign Disclosure Form:** Pursuant to Chapter 81, Laws of 2006, any prospective contractor (engineer or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for Bids. 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 Bid.
47. **Laws and Regulations:** This procurement shall be governed by, and construed and enforced in accordance with the laws, of the State of New Mexico and the laws, ordinances, rules and regulations of the Village of Ruidoso. The Village also requires that all responses to this BID, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the Village of Ruidoso, New Mexico.
48. **Ownership of Documents:** All materials, work papers, meeting notes, design documents, or other documents and information, including without limitation, data bases, and all related data base programming, produced by the contractor shall be the property of the Village. All documents submitted in response to this BID shall become property of the Village. Any technical or user documents submitted with the Bids of non-selected Offerors shall be returned after the expiration of the protest period.
49. **Equal Opportunity Employer:** The Village of Ruidoso is an affirmative action and equal opportunity employer. The Village does not discriminate on the basis of race, color, national origin, sex, age or handicap in its programs, activities, or employment. Persons seeking additional information about the Village of Ruidoso nondiscrimination policy should contact the Director of Human Resources, Village of Ruidoso, Ruidoso, NM 88345.
50. **Liquidated Damages:** Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Bid, the Contractor agrees, in partial consideration for the award of the Contract, to pay to the Owner the amount of One Thousand Dollars (\$1,000.00) per consecutive calendar day, not as penalty, but as liquidated damages for such breach of the Contract.

General Information for Bidders

1. **Tax Exemption Certificate.** The Village of Ruidoso holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate will be provided upon request. Services (including construction or construction materials) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with it. Do not include tax in your bid price. Tax must be shown as a separate item on bid and all invoices. **REMINDER:** For CRS reporting purposes use Ruidoso's Location Code **26112** as it reflects the current 8.4375% tax rate.
2. **Brand Names:**
 - a. It is intended that bid specifications permit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of the Village. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature should be included for bid evaluation purposes. Include sample(s) if specifically requested. Samples, when requested must be furnished free of expense. If not destroyed in examination they will be returned to the bidder, on request at his/her expense. Failure to provide this information may disqualify your bid. Determination by the Village as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.
 - b. If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Office and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule. Equal shall be taken in its general sense and shall not mean identical.
 - c. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer(s) item of equal material. The Village of Ruidoso shall be the sole judge of equality in their best interest and decisions of the Village of Ruidoso as to equality shall be final.
 - d. All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Successful bidder must submit applicable warranties and/or guarantee in writing to the Purchasing Department, Village of Ruidoso.
3. **Delivery:**
 - a. Bid must show number of days required to place material in receiving agency's designated location under normal conditions, if a delivery date is not stated. A

difference in delivery time promise may break a tie bid. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.

- b. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Purchasing Agent of the Village to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

4. **Award:** Award will be made to the lowest responsible and responsive Bidder taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. Following determination of the low bidder, the Purchasing Agent or committee will recommend to the Village Council that said firm be awarded the bid. Bidders are advised to bear in mind that the low bid obtained at the opening of the bid may not be the bid ultimately selected for the award. Notice is hereby given that the Village of Ruidoso council reserves the right to reject any and all bids received. The council also reserves the right to determine the best bid or reject the same in the event of ambiguity or lack a clearness and right to waive irregularities and technicalities. The Village council also reserves the right to accept the bid(s) that is deemed most advantageous to the Village. Failure to submit requested information/documentation or the submission of incorrect information/documentation may result in disqualification of bid.

5. **Packing, Shipping, and Invoicing:**

- a. Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to the Village at the F.O.B. point shown, subject to the right of the Village to reject upon inspection. All bids must be F.O.B. destination.
- b. The purchase order number, vendors name and address shall be shown on each packing and delivery ticket, package, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment
- c. Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Materials supplies, or services shall be furnished as specified, free from all defects in workmanship, materials and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, the Village may reject them and require the Seller to correct without charge or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by the Village, the Village may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to the Village under other provisions in these terms and conditions, shall reimburse the Village for all related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to

fraud. Any test program and procedures required by the specifications are in addition to, and do not limit, The Village's rights as provided in this section.

VILLAGE OF RUIDOSO **BID OPENING PROCEDURES**

1. The Village of Ruidoso reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidder, to accept any item on the bid.
2. In case of an error in the extension of prices in the bid, the unit price will govern.
3. Time in connection with discount offered will be computed from the date of delivery or from the date a correct bill is rendered on proper voucher form, certified by contractor, is received, whichever date is latest.
4. The Procurement Code, sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
5. All bids must be clearly marked on the outside of the envelope with the bid number and opening date. Should a bid be opened prior to the official opening date due to lack of proper marking, it will be rejected.
6. All interested parties are invited to attend the bid openings of the Village of Ruidoso.
7. Bids will be opened and read aloud at precisely the time, date and place stipulated in the Invitation to Bid and in the legal notice published in the newspaper.
8. Bids will be opened and read aloud in front of whoever is present at the scheduled time and place.
9. Each bid will be evaluated by the Purchasing Agent and the appropriate department or committee. Acceptable exceptions to specifications will be determined by the Purchasing Agent with the aid of the appropriate department head.
10. The Purchasing Agent and the department or committee will rule on any point in need of clarification.
11. The apparent low bidder meeting specifications will be determined by the Purchasing Agent and the department or committee, when required.
12. Following determination of the low bidder, the Purchasing Agent or committee will recommend to the Village Council that said firm be awarded the bid.
13. Bidders are advised to bear in mind that the low bid obtained at the opening of the bid may not be the bid ultimately selected for the award.
14. Bidders request for resident preference will be honored only when the provisions of § 13-1-21 and §13-1-22 of the New Mexico State Statutes have been met.
15. Bidders request for Veterans' Resident preference will be honored only when the provisions of § Chapter 13, Articles 1 and 4 NMSA 1978 have been met.
16. Bidders are instructed not to submit alternate bids unless instructed to do so as alternate bids under these circumstances will not be considered.
17. Notice is hereby given that the Village of Ruidoso Council reserves the right to reject any and all bids received. The council also reserves the right to determine the best bid or reject the same in the event of ambiguity or lack a clearness and right to waive irregularities and technicalities.
18. One complete copy of the bid, to include Invitation to Bid, Specifications and any other requested literature must be submitted with the Bid.

19. All bids must be valid for a minimum of 60 days after bid opening unless otherwise stated on the Bid or Proposal Sheet by the individual bidder to the Village of Ruidoso.
20. All bidders who are engaged in business within the municipal limits of the Village shall be licensed to do business by the Village of Ruidoso.

VILLAGE OF RUIDOSO
IFB#2019-005B
CONTROL PANEL REPLACEMENT PROJECT AT GRINDSTONE WTP /
NIGP Commodity Code #287-36

The Project consists of replacing and installing 2 control panels for filters 1-4 at plant 4 Water Treatment Plant.

Contractor must be able to complete this project timely. Therefore, the contractor selected to perform the work must be readily available to begin and complete the work.

The Undersigned (hereinafter called "BIDDER") is in compliance with the request for Bids for the **VILLAGE OF RUIDOSO IFB#2019-005B CONTROL PANEL REPLACEMENT PROJECT AT GRINDSTONE WTP, NIGP COMMODITY CODE #287-36**, having carefully examined the Contract Documents and the site of the proposed work, and being familiar with all conditions surrounding the work involved in the proposed project, including the availability of materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the bid items stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part. Quantities shown in the Unit Price Bid Proposal are estimated and actual payment will be made on the basis of measured quantities as constructed.

The Village reserves the right to reject any bid from a Bidder who previously failed to perform properly or failed to complete contracts of similar nature on time, or to reject the bid of a Bidder who is not in a position to perform such a contract satisfactorily. Such are at the sole discretion of the Village.

SCHEDULE

The successful Bidder will be selected based on price, ability to mobilize to the site quickly, and ability to complete the project. It is estimated that the project will take 90 calendar days from the issuance of notice to proceed. Bidders must submit a schedule indicating the earliest date that they can mobilize to the site. Bidders shall be required to submit revised schedules with each Application for Payment, identifying changes since the previous version.

SUBMITTALS

Bidders must include all required submittals as indicated in this document and technical specifications with their bid. It shall be the Bidder's responsibility to review all portions of the Contract Documents for required submittals.

BID PRICE

The undersigned Bidder hereby proposes and agrees, if this bid is accepted, to enter into agreement in the form attached to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract and the furnishing of all labor, materials, equipment, bonds, insurance and submittals, permits, all as indicated or specified in the Contract Documents to be performed or furnished by the Bidder. Minor variations in methods proposed herein, including but not limited to running tools to greater depths than proposed and installation of greater quantities of materials than proposed shall be performed at the unit prices bid, and shall not be considered additional services beyond the scope of the project specifications.

BID FORM

Name of Project

**Control Panel Replacement Project at Grindstone WTP / NIGP Commodity Code#
287-36**

To: Village of Ruidoso
Purchasing Agent
311 Center St.
Ruidoso, NM 88345

Date: _____

From: _____
Name of Bidder

The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other bidding documents. This bid will remain subject to acceptance for 60 days after the day of the Bid Opening.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

1. Acknowledgement of Addenda:

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

2. The Bidder has familiarized himself with the nature and extent of the bidding documents, work, site, locality and all applicable conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
3. Bidder has given the Village of Ruidoso Purchasing Agent written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Purchasing Agent is acceptable to the Bidder.
4. The bid is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Village of Ruidoso.
5. The Village of Ruidoso intends to award the contract within ten (10) days after the bid opening. The Contractor shall provide to the Village of Ruidoso within ten (10) days after award, two signed copies of the contract along with the required bonds and certificates of insurance. It is the Village of Ruidoso intent to execute two (2) copies within six (6) days

after receipt of the signed documents and issue a written "Notice to Proceed" within ten (10) working days after execution of the Contract.

6. Bidder understands that acceptance and formal award of this bid, along with the placement of order(s) related to this bid, constitutes a complete and binding contract for items and services as specified.
7. If requested, the Bidder agrees to furnish to the Village all information and data necessary for the Village to determine the ability of the Bidder to perform the work.
8. Sub-contractors whose potential work exceeds \$5,000.00 must be listed on SFPA-1 at the time bids are submitted. This is for compliance with the New Mexico Subcontractor's Fair Practices Act.
9. Bidder's company name shall be written in space provided on the bid proposal form and on the subcontractors list.
10. Bid Bond: Each Bidder shall submit with his bid a certificate check, cashier's check on a solvent bank, or an acceptable bidding bond in the amount of 5% percent of the total bid shown on the bid. This security shall be made payable to the Owner and will serve as a guarantee that the Bidder will file all bonds and securities required and enter into any contract awarded him, in accordance with the terms of his bid, within 10 days after notification of award.
11. Labor and Material, and Performance Bond: The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a Labor and Material Bond and a Performance Bond in an amount of 100% of bid amount; said bonds shall be secured from a surety company satisfactory to the Village, and duly authorized to do business in the State of New Mexico and approved in Federal circular 570, as published by the United States Treasury. The forms of the Bonds the successful Bidder will be required to execute are include in the Contract documents.
12. CAMPAIGN DISCLOSURE FORM Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and NMSA 1978. § 13-1-191.1 (2006), as amended by Laws of 2007. Chapter 234, any prospective contractor (engineer or architect) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for proposals. 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. This form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.
13. Successful Offeror(s) will comply and obtain a Village of Ruidoso business license within ten (10) days of successful Bid Award.

SPECIAL CONDITIONS

1. **AUTHORITY OF the Owner.** The Owner shall have full authority to perform inspection of the project during construction and reserves the right to require the Contractor or its representative

to take necessary action if the approved specifications are not being met. The Contractor's persistent failure to perform the Work in accordance with the Bid Specifications (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the required work schedule, or failure to adhere to the established Progress Schedule) shall justify the Owner's termination of work notification to the Contractor.

2. **COMMENCEMENT AND COMPLETION.** The Contractor shall commence work within 10 days after receipt of written Notice to Proceed from the Owner. Work must be substantially complete, and all items of work must be completed as specified in the Bid Proposal.
3. **EMERGENCY PROVISIONS.** The Contractor must designate at least one responsible employee to represent him in case of an emergency. Such employee, or employees, shall have a local telephone at which he may be reached at any hour of the day or night. Directions for contacting such employee shall be given to the Ruidoso Chief of Police, the Fire Chief, and the Utilities Director.



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

Wage Decision Approval Summary

1) Project Title: Control Panel Replacement Project at Grindstone Water Treatment Plant
 Requested Date: 02/13/2019
 Approved Date: 02/15/2019
 Approved Wage Decision Number: LI-19-0281-B

Wage Decision Expiration Date for Bids: 06/15/2019

2) Physical Location of Jobsite for Project:
 Job Site Address: 501 Resort Drive
 Job Site City: Ruidoso
 Job Site County: Lincoln

3) Contracting Agency Name (Department or Bureau): Village of Ruidoso
 Contracting Agency Contact's Name: Sidney Thomas
 Contracting Agency Contact's Phone: (575) 257-2721 Ext. 1081

4) Estimated Contract Award Date: 04/09/2019

5) Estimated total project cost:
 a. Are any federal funds involved?: No
 b. Does this project involve a building?: Yes - NONE
 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?: Replace and upgrade outdated equipment

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) Cost: \$80,000.00	Replace and upgrade two outdated control panels for filters 1 thru 4 at plant 4 water treatment plant



LABOR RELATIONS DIVISION
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

WWW.DWS.STATE.NM.US

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 "B" - GENERAL BUILDING
Effective January 1, 2019

	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	32.01	11.11	0.60
Boilermaker	34.97	27.35	0.60
Bricklayer/Blocklayer/Stonemason	23.78	8.34	0.60
Carpenter/Lather	24.08	10.34	0.60
Cement Mason	20.71	9.78	0.60
Electricians-Outside			
Classifications			
Groundman	22.81	11.93	0.60
Equipment Operator	32.73	14.51	0.60
Lineman/Tech	38.51	16.02	0.60
Cable Splicer	42.36	17.01	0.60
Inside Classifications			
Wireman/Technician	31.55	10.75	0.60
Cable Splicer	34.71	10.84	0.60
Low-voltage			
Installer/Technician	28.95	7.52	0.60
Elevator Constructor	42.41	33.51	0.60
Elevator Constructor Helper	33.93	33.51	0.60
Glazier	20.25	5.05	0.60
Ironworker	28.50	15.56	0.60
Painter (Brush/Roller/Spray)	17.00	6.38	0.60
Paper Hanger	17.00	6.38	0.60
Drywall Finisher/Taper	24.08	10.34	0.60
Plasterer	22.42	8.16	0.60
Plumber/Pipefitter	28.45	11.52	0.60
Rofer	24.49	7.80	0.60
Sheetmetal Worker	30.28	16.80	0.60
Soft Floor Layer	20.71	9.78	0.60
Sprinkler Fitter	30.60	20.47	0.60
Tie Setter	23.32	8.10	0.60
Tie Setter Helper/Finisher	15.85	8.34	0.60
Laborers			
Group I	18.09	5.93	0.60
Group II	17.25	5.93	0.60
Group III	18.25	5.93	0.60
Group IV	20.25	5.93	0.60
Operators			
Group I	20.83	6.87	0.60
Group II	22.74	6.87	0.60
Group III	23.19	6.87	0.60
Group IV	23.82	6.87	0.60
Group V	23.80	6.87	0.60
Group VI	24.01	6.87	0.60
Group VII	24.12	6.87	0.60
Group VIII	27.08	6.87	0.60
Group IX	29.41	6.87	0.60
Group X	32.73	6.87	0.60
Truck Drivers			
Group I	14.78	6.25	0.60
Group II	15.00	6.25	0.60
Group III	15.50	6.25	0.60
Group IV	15.51	6.25	0.60
Group V	15.80	6.25	0.60
Group VI	15.75	6.25	0.60
Group VII	15.90	6.25	0.60
Group VIII	16.11	6.25	0.60
Group IX	16.32	6.25	0.60

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.

BID FORM
COST PROPOSAL

Cost Proposals shall be broken out using the table below.

A. COST PROPOSAL

Control Panel Replacement Project at Grindstone WTP

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
#1	Proposal Cost for Replacement of 2 Filtration System PLC/HML, programing, installation, travel, startup and system commissioning.	LS	1	\$	\$
#2	Rework Conduit and wiring to all control valves, material and labor included for both filtration systems.	LS	1	\$	\$
#3	Replace 4 / 6-inch Magnetic Flow meters including piping network and flanges plus pipe materials.	LS	1	\$	\$

SUB-TOTAL OF BASE BID \$ _____

NEW MEXICO GROSS RECEIPTS TAX @ **8.4375** % \$ _____

TOTAL, BASE BID PLUS NMGR **\$ _____**

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will within ten (10) days execute and return to the VILLAGE the prescribed construction contract and bonds.

THIS BID PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

 Name of Bidder's Company

 Signature: Representative Date

 Printed Name & Title of Authorized Signature

Bidder's New Mexico Contractor's
 License Number and Classification:

Bidder's Address:

Bidder's Telephone Number: _____

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type. See Specific Instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.</p> <p>2 Business name (if registered entity name, if different from above)</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. If enter the tax classification (i.e., S corporation, S partnership) ▶</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Other case, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemption codes apply only to certain entities. (See instructions on page 2.)</p> <p>5 exempt person code (if any)</p> <p>6 exemption from FATCA reporting code (if any)</p> <p><small>Apply only to accounts maintained in the U.S.</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions</p> <p style="text-align: right;">Requester's name and address (optional)</p>	
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
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OR				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- 1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3 I am a U.S. citizen or other U.S. person (defined below), and
- 4 The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN) to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest); 1098-E (student loan interest); 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, hereinafter called the "Principal," as Principal, and the _____, of _____, hereinafter called the "Surety," as Surety, are held and firmly bound unto the Village of Ruidoso, hereinafter called the "Obligee," in the sum of five percent (5%) of total amount of Bid Dollar (\$_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

**CONTROL PANEL REPLACEMENT PROJECT AT GRINDSTONE WTP, NIGP Commodity
Code# 287-36**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this ___ day of _____, 20 _____, in the presence of:

WITNESS

PRINCIPAL: _____

TITLE: _____

WITNESS

SURETY: _____

TITLE: _____

**DRAFT
CONTRACT**

THIS CONTRACT, made this ___ day of _____, 20___, between the Village of Ruidoso and _____ (State whether individual, partnership, corporation or joint venture; if incorporated, give State of incorporation) of _____ or its successors and assigns, hereinafter called the Contractor.

WITNESSETH: That the Contractor, in consideration of the payment or payments herein specified and agreed to by the Village of Ruidoso, hereby covenants and agrees to furnish and deliver all the labor, materials, and equipment necessary to do and perform all the work required for the operation of

**CONTROL PANEL REPLACEMENT PROJECT AT GRINDSTONE WTP, NIGP Commodity
Code# 287-36**

at the unit prices bid by the said Contractor for the respective estimated quantities aggregating approximately the sum of _____ (excluding Gross Receipts Tax), and other items as are mentioned in the contract documents, including the original bid proposal, which proposal and prices named, together with Notice to Bidders and Information for Bidders, Specifications, and Supplemental Specifications are made a part of this contract and accepted as such.

The Contractor shall perform the work above described for the amount stated above in strict accordance with the unit prices bid and the plans and specifications to the complete approval of and acceptance by the Village of Ruidoso and in accordance with the laws of the State of New Mexico and Federal laws, rules, and regulations pertaining thereto.

The Contractor agrees that the work will be accomplished in a timely and efficient manner.

The Contractor agrees to receive the prices set forth in the proposal as compensation for furnishing all the materials, equipment, and labor, which may be required in the prosecution and completion of the work to be done under this contract.

The Performance Bond, and Labor and Material Bond given by the Contractor to secure the proper compliance with the terms and provisions of this contract are hereto attached and made a part hereof.

In the event that the Contractor cannot or will not complete the project as specified, the VILLAGE will hire another contractor to complete the work at the sole expense of the Contractor. The VILLAGE will select the replacement contractor without input or consultation from the Contractor.

CONTRACT (cont'd)

IN WITNESS WHEREOF the Mayor of the Village of Ruidoso by authority in him vested, has executed this contract on its behalf and affixed its seal hereto, and the said _____ have hereunto set their hand and seals, the day and year first above written.

OWNER: Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

By: _____
Lynn D. Crawford, Mayor

Attest: _____
Irma Devine, Village Clerk

CONTRACTOR:

(Corporate Seal) Contractor

New Mexico State Contractor's License No. _____

ATTEST:

Print: _____
(Witness)

Sign: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal, hereinafter called "Contractor," and _____ (insert the legal title of Surety) as Surety, hereinafter called "Surety," are held and firmly bound unto Village of Ruidoso, as Obligee, hereinafter called the "Owner," in the amount of _____ excluding Gross Receipts Tax for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a Contract with the Village for

CONTROL PANEL REPLACEMENT PROJECT AT GRINDSTONE WTP, NIGP Commodity Code# 287-36

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform said Contract, then this Obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Village.

Whenever Contractor shall be, and declared by the Village to be in default under the Contract, the Village having performed the Village's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or,
2. Obtain a bid or bids for submission to the Village for completing the Contract in accordance with its terms and conditions, and upon determination by the Village and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph shall mean the total amount payable by the Village to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Village to Contractor.

The Contractor shall guarantee any and all work performed under this Bond against defective materials and workmanship, for a period of one-year following its completion and acceptance.

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

SIGNED AND SEALED THIS ____ day of _____, 20__.

WITNESS Principal's Signature

Name

Title

WITNESS Surety (Signature)

Name

Title

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____, hereinafter called "Principal," and _____ as Surety, hereinafter called "Surety," are held and firmly bound unto Village of Ruidoso, as Obligee, hereinafter called "Owner," for the use and benefit of claimants as herein below defined, in the amount of \$ _____ excluding Gross Receipts Tax for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a contract with the Village for:

CONTROL PANEL REPLACEMENT PROJECT AT GRINDSTONE WTP, NIGP Commodity Code# 287-36

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect; subject, however, to the following conditions: A claimant is defined as one having a direct Contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract. The above named Principal and Surety hereby jointly and severally agree with the Village that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Village shall not be liable for the payment of any costs or expenses of any such suit. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Village, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in any for the county or other political subdivision of the state in which the project, or any part thereof, is situated,

or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of Surety of mechanics' liens, which may be filed of record against said improvements whether or not claim for the amount of such lien be presented under and against this Bond.

SIGNED AND SEALED this ____ day of _____, 20____, in the presence of:

WITNESS Principal's Signature

Name

Title

WITNESS Surety (Signature)

Name

Title

RESIDENT AGENT'S AFFIDAVIT

(To be filled in by Agent countersigning bond)

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

_____ being first duly sworn deposes and says that he is the duly appointed agent for and is licensed in the State of New Mexico.

Deponent further states that certain bonds given to indemnify Village of Ruidoso in connection with the:

CONTROL PANEL REPLACEMENT PROJECT AT GRINDSTONE WTP, NIGP Commodity Code# 287-36

dated this ___ day of _____, 20___, executed by _____ Contractor, as principal and Surety, and countersigned by this deponent as licensed agent in this state, were made, issued, and delivered in full compliance with Section 60-417 of New Mexico Statutes 1941, Annotated; and deponent further states that said bonds were written, signed, and delivered by him, and the premium on the same has been or will be collected by him, and that the full commission thereon has been or will be retained by him, except as provided in said statute.

Subscribed and sworn to before me, a notary public, in and for the County of _____ this day of _____, 20___.

My Commission Expires:

Notary Public

Resident Agent's Address:

RELATED PARTY DISCLOSURE

1. Are you indebted to or have a receivable from any member of the Council of the Village of Ruidoso; elected Village Officials, administration officials, department heads and key management supervisors with the Village of Ruidoso?

Yes _____ No _____

2. Are you, or any officer of your company, related to any member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors of the Village of Ruidoso and have you had any of the following transactions in the last 12 months which Village of Ruidoso was, is to be, a party?

	Yes	No
Sales, Purchase or leasing property	_____	_____
Receiving, furnishing of goods, services or facilities?	_____	_____
Commissions or royalty payments?	_____	_____

3. Does any member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors with the Village of Ruidoso, have any financial interest in your company, whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the Village of Ruidoso?

Yes _____ No _____

4. At any time during the last 12 months did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors with the Village of Ruidoso?

Yes _____ No _____

5. Are you negotiating to employ, or do you currently employ any employee, officer or family member of an employee or officer of the Village of Ruidoso?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ Date: _____

(Print Name and Title) _____

DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

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

Typed Name & Title of Authorized Representative

Date

Signature of Authorized Representative

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 bids and ending with the award of the contract or the cancellation of the request for bids.

“**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 MADE TO: Elected Officials

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

SCOPE OF WORK

General Scope of Work for Grindstone Control Panel Project

1. EXECUTIVE SUMMARY

- A. The Village of Ruidoso is requesting a proposal for a turn-key control panel replacement project to include but not limited to, Engineering services, Documentation, Flow meter & new 6" pipe installation, Control Panel Production, On-site Installation, Commissioning, Troubleshooting existing system components, and Training.

2. DESCRIPTION

This section is provided as a written description of the system's intended operation. The contractor shall provide replacement PLC and HMI and (2) new steel control panels at (2) RTU locations, install Automation Direct PLC or equivalent, and HMI with screen. Panel should be wire as per UL, fused terminal blocks, wire way and electrical wires shall be made on terminal blocks, and wires should be properly labeled. Contractor should be responsible to run wire and pipe and connected and configured to field instruments provided by owner and verify all set points, current operating criteria, future operation criteria and system functionality with Water Production personnel. The contractor is to implement the approved control strategy to include but not limited to human machine interface) graphics, programmable logic controller program(s), and implementation of data acquisition, alarm notification and data logging to provide a complete and properly functioning system.

3. GENERAL SCOPE OF WORK & PROJECT DELIVERIABLES

- Contractor will provide the services of system integrators to implement the requirements as per walk through and existing documents and drawings provided by the Water Production Department.
- The Contractor will examine the site, drawings, specifications and control strategy to determine actual locations, processes, programming strategies and configurations.
- The Contractor will provide HMI, PLC, and programming as part of this project. The owner will perform an acceptance test of the system as a whole. This test shall consist of a visual inspection for conformance with these specifications, functionality of the programmed system, extent of documentation; and the ability of the system to be easily modified. Any corrections necessary for a fully functional system as detailed in the control strategy, drawings and these

specifications shall be made by the contractor prior to acceptance of the system.

- The contractor will rework and add conduit and wire/cables including flex and flex fittings, conduit supports, and final connections to new and existing control valves on both filters.
- The contractor will supply and install (2) 3.5' of 6" Ductile Iron piping with (4) 6" magnetic flow meters (Badger M 2000 with remote display and 10' cable), including conduit and wire/cables, flex and flex fittings, conduit supports, and final connections on all four filters.
- The Contractor shall complete the work within 90 calendar days of notice to proceed.
- Install panel on filters one and two (filters will be off line), after confirming operation of filters one and two for a period of two weeks, then install panel on filters three and four.
-

4. CONTROL STRATEGY

- The contractor will coordinate all programming efforts with the owner. The following control strategy represents the owner's control and monitoring minimum criteria.
- The Grindstone Control PLC shall be programmed utilizing ladder logic.
- Program Structure and Logic Criteria:
 - 1) Programming languages such as structured text and function block shall be kept at a minimum if the need arises for those languages to be utilized, e.g. I/O mapping and analog scaling.
 - 2) The PLC programming shall not utilize aliasing for tag creation/connection to module I/O.
 - 3) The PLC programming shall not utilize consumer or produced tags within PLC to PLC communication as well as PLC to HMI communication.
 - 4) PLC to PLC communication shall utilize message commands over Ethernet/IP.
 - 5) All control and monitoring algorithms shall be programmed within the PLC.
 - 6) HMI development shall be limited to trending, alarming, set point alteration, control alteration and minor calculations.
 - 7) HMI calculations shall in no manner supersede or affect the PLC programming.
 - 8) All alarms created within the PLC shall be visible and alerted on the HMI.

5. OWNER'S RESPONSIBILITY

- The owner will be responsible for providing guidance to the PLC programming and Human Machine interface (HMI) configuration.
- Owner will provide flow meter and pressure transmitter and any other field instrument.

6. CONTRACTOR'S RESPONSIBILITY

- Identify all existing wires before removal of existing system, run new pipe as needed to field devices.
- The contractor will be responsible for programming and configuration of the PLC system, to include all PLC programs, HMI configuration/functionality as a whole.
- The Contractor will provide the assistance of a system integrator during startup and commissioning.

7. TESTING STAGES

- Each PLC program will be tested per respective station for functionality, station control, documentation of logic, communication to other stations, case of modification/addition and connectivity to the system.
- Each HMI will be tested per respective station for functionality, case of control, documentation of screens/tables/tag database. Ability to view other stations remotely, fit and finish, and similarity to other station's HMI.
- The PLC system will be tested in its communications, ability to monitor and control.
-

8. PLC/HMI

SUMMARY

This section specifies requirements for PLC and HMI Data Acquisition equipment which consists of the PLC, Power Supplies, Uninterruptible Power Supplies, and provide a license copy of the software and programming cables to customer.

➤ PLC SPECIFICATION SHEETS PLC CONTROLLER

- 1) Dual Ethernet ports iOS and Android app, Maximum 2,060 digital I/O,
- 2) Maximum 511 analog I/O, Bluetooth communication.
- 3) The PLC controller shall have the ability to have its operating software updated with new releases of compatible firmware from the manufacturer.

- 4) The PLC controller shall be able to perform complex math calculations without the need of changing stored information from type to type, i.e., integer values shall be able to be used in math calculations involving floating point values without the need of changing either the floating point to integer or integer to floating point and so forth.

HMI Specifications

- 1) 12.1" minimum TFTLCD display, SD cart to support up to 32GB storage, with USB Port, Ethernet Port 10BASE opr 100BASE-TX Connection, allow for remote access for monitor and control. Up to 4 expansion module for digital I/O modules, Audio port, Audio In, 2 serial ports Rs232 and Rs485 (422)
- 2) Provide programming software and cables to edit project if needed.

FEBRUARY 2019

