



**INVITATION TO BID (ITB)**

**Fairgrounds Livestock Stalls and Coverings**

**ITB No. 2024-07**

Released: Thursday, March 21, 2024

**BID Due Date: Tuesday, April 9, 2024 at 2:00 p.m. (MST)**

## INVITATION TO BID

Notice is given hereby that competitive sealed proposals will be accepted at Roosevelt County, 109 West First Street, Portales, New Mexico, 88130 for the construction of the:

Roosevelt County  
Fairgrounds Livestock Stalls and Coverings  
Portales, New Mexico

Qualification requirements and scope of work according to Drawings and Specifications prepared by NCA ARCHITECTS, LLC, and described in general below.

**Engineering/Architect Contact:**

John Layman, Principal/Sr. VP  
NCA Architects, P.A.  
1306 Rio Grande Blvd., NW  
Albuquerque, NM 87104  
(505) 255-6400 o.  
(505) 280-4632 c.  
jlayman@nca-architects.com

The scope of work for this project includes site grading, prefabricated livestock stalls construction, pre-manufactured metal building structures and roofs, concrete footings, water and lighting.

**IMPORTANT:**

**BIDS ARE DUE and must be received by the Roosevelt County Purchasing Department no later than, April 9, 2024 at 2:00 P.M. Mountain Time**

**Mail or hand-deliver bids to the following address:**

**Roosevelt County Administration  
Attn: Procurement Officer  
109 W. First St.  
Portales, NM 88130**

**NOTE:** Delivery by hand or courier is highly recommended and encouraged to help ensure bid is received prior to the dead line date and time. It is recommended delivery status be verified, if not already confirmed, prior to bid opening.

**NO BIDS WILL BE ACCEPTED BY FAX OR EMAIL.**

**Bids must be submitted in a sealed envelope that is clearly marked.**

**“Bid No. 2024-07– Do Not Open”**

**“Fairgrounds Livestock Stalls and Coverings”**

**“SEALED BID” along with the BIDDER’S NAME AND ADDRESS must appear clearly on the outside sealed envelope or package of all bids.**

Any bids received after 2:00 p.m. will be kept on file unopened and will be opened and considered only in the event all other bids are unresponsive.

Proposed Contract Documents may be examined at:

NCA Architects, P.A.  
1306 Rio Grande Blvd., NW  
Albuquerque, NM 87104  
(505) 255-6400  
(505) 268-6954 (fax)

Construction Reporter  
1609 Second Street NW  
Albuquerque, NM 87102  
(505) 243-9793  
(505) 242-4758 (fax)

Builder’s News and Plan Room  
3435 Princeton Dr. NE  
Albuquerque, NM 87107  
(505) 884-1752  
(505) 883-1627 (fax)

Dodge Reports  
1615 University Blvd. NE  
Albuquerque, NM 87102  
(505) 243-2817  
(505) 842-0231 (fax)

Bona fide general contract bidders may secure copies of the proposed Contract Documents from **Albuquerque Reprographics, Inc.:** (505) 884-0862.

1. Copies of the Specifications and Construction Documents can be obtained upon payment of a \$150/set deposit, made out to Roosevelt County, completely refundable if returned to Albuquerque Reprographics, postpaid, in satisfactory condition, within (10) calendar days after bid opening.
2. No partial sets will be issued.
3. Electronic copies may be obtained from Albuquerque Reprographics for a fee.

Bid security in the amount of 5% of the base bid will be required to accompany bids.

The Owner reserves the right to reject any or all bids and to waive irregularity in the bids and in the bidding.

## **ADDITIONAL INFORMATION**

Successful bidder shall obtain and pay for all required building permits, stamped building plans and any other legal requirements of State and local authorities. The successful bidder shall provide a copy of the permit to the County before a Notice to Proceed is given. The successful bidder shall notify verbally and in writing the Building Inspectors when the work begins and bidder shall copy the County on any correspondence with the Building Inspectors. Successful bidder will be required to provide construction updates to the County Commission during their regular meetings as deemed necessary by County.

County may request that the successful bidder provide electrical, plumbing and mechanical equipment submittals if deemed necessary during contract negotiations.

## **PRE-BID CONFERENCE**

A pre-bid conference will not be held. Potential bidders may schedule a site visit by contacting Chief Procurement Officer Liliana Rivera at [lriviera@rooseveltcountry.com](mailto:lriviera@rooseveltcountry.com).

## **VARIATIONS**

Any variations from, or exceptions to, the conditions and specifications of this bid must be listed on a separate sheet labeled "Exception(s) to Bid Conditions", and attached to the bid.

## **QUOTATION SHEETS**

Bidders shall use the attached Quotation Sheet(s) to submit their bids. The Quotation Sheet(s) must be signed.

## **BID OPENING**

Competitive sealed bids will be accepted until April 9, 2024 at 2:00 p.m. at the Roosevelt County Administration Office, 109 W. 1<sup>st</sup>, Portales, New Mexico. At that time and place, the bids will be publicly opened online due to the current public health order limitations. Bidders can utilize the information below to participate in the bid opening.

## **RESERVATIONS**

The Roosevelt County Commission reserves the right to reject any or all bids, to waive any technicalities, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County.

## **AWARD**

The award may be made to the bidder providing a responsive, responsible bid which results in the lowest overall cost to the County. The award will be made by the Roosevelt County Commission at their regularly scheduled meeting. Bid prices must be good for forty-five (45) days subsequent to date of opening.

### **F.O.B. DESTINATION**

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

### **PUBLIC WORKS PROJECT**

Construction of the Roosevelt County Road Barn is a public works project and will follow the Type "B" General Building Wage Rates. Current Wage Rates are enclosed in Bidders Reference Documents enclosed in this document.

### **BID SECURITY**

Each bidder shall submit a certified check or a satisfactory bid bond provided by a surety company authorized to do business in the State of New Mexico in an amount equal to (5%) five percent of the total amount of the bid, with each bid proposal. The security is required as outlined in Section 13-1-146 NMSA1978.

### **PERFORMANCE BOND**

This (performance bond) shall be required on any contract awarded in excess of (\$25,000) twenty-five thousand dollars. The successful bidder shall supply the County with a performance bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of one-hundred percent (100%) of the total bid price. This bond is required as outline in Section 31-4-18 (1) of NMSA 1978.

### **PAYMENT BOND**

This (payment bond) shall be required on any contract awarded in excess of (\$25,000) twenty-five thousand dollars. The successful bidder shall supply the County with a payment bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid price. This bond is for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided in the contract and is required as outlined in Section 13-4-18 (1) of NMSA 1978.

## GENERAL CONDITIONS

1. Bid Forms: All pages included in this Invitation to 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.
2. Bids Binding Ninety (90) days: Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder(s), upon request of the County Manager, agrees to an extension.
3. Payment Terms: For all services provided by Contractor, payment shall be made net thirty (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 Roosevelt County Finance Department at 109 W. 1<sup>st</sup>, Portales, NM 88130. All bidders must submit a completed W9 form and a signed campaign contribution documents with the bid packet.
4. Equivalency: The County 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 County.
5. Questions regarding the specifications stated within the bid or the bidding process should be directed to Liliana Rivera, Chief Procurement Officer in writing by email at [lrivera@rooseveltcountry.com](mailto:lrivera@rooseveltcountry.com). Questions will be accepted until Friday, March 29, 2024. If there is any clarification, problem, ambiguity or question regarding this bid, you must contact the Procurement Officer or designee 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 Procurement Officer or designee. Questions answered by any other person or County official shall be considered completely non-applicable to the legal provisions of this bid, except as specifically authorized by the Procurement Officer.
6. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) 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.
7. Pursuant to Sections 13-1-21 & 13-4-2 NMSA 1978, and GSD Rule 1.4.1 NMAC, bidders claiming the 5 percent preference must be certified prior to the bid opening. The number must appear on the Quotation Sheet(s) in the space provided and must also include a copy of the certificate in order to receive the preference. An in-state resident or resident veteran preference will be given to all resident New Mexico businesses that have been issued certification by the State of New Mexico.

To qualify for the preference, the bidder must list a valid resident business certificate number and shall submit a copy of the certificate with the bid. If you have a question regarding a Resident Business (or Resident Veteran Business) Certification, or wish to be given a number, you may contact the New Mexico State Department of Taxation and Revenue at 505-827-0951. This number is valuable to have as it allows the county to consider your bid at five to ten percent less than the amount submitted, and could mean a difference in award. Please note that this number is NOT your State CRS Number (i.e. 01-503047-004). In addition, **any preference numbers issued by the NM State Purchasing Office were valid only through December 31, 2011 and must be re-issued through the Taxation and Revenue Department.**

8. Bidders shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this bid. **This sheet shall be labeled "Exception(s) to Bid Conditions" and shall be included with bid.**
9. Non-collusion: Bidders, by submitting a signed bid, certify 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.
10. Nondiscrimination Statement: Roosevelt County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Roosevelt County Title VI Plan, specifically Appendices A and E at <http://www.Rooseveltcountry.org/dr/miscellaneous>.
11. Qualifications of Bidders: The County Purchasing Officer may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
13. Roosevelt County 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 County.

14. The successful bidder agrees to protect, defend and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County under this agreement.
15. If a bidder to whom a bid is awarded refuses to accept the award or, fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder/contractor for a period of time from entering into any contracts with Roosevelt County.
16. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a bid, the parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract or purchase order, must be brought in the Ninth Judicial District in and for Roosevelt County, State of New Mexico, and each party shall pay its own costs and attorney fees.
17. Successful bidder must, in performance of work, agree to fully comply with all applicable federal, state and local laws, rules and regulations. The bidder will be required to carry the following minimum insurance coverage with Roosevelt County named as additional insured on all policies:
  - a. General and professional liability insurance in the amount of \$1,050,00 single limit, and \$2,000,000 aggregate
  - b. Workers' Compensations insurance as required by state statute.
18. It is the responsibility of the bidder to ensure that any addenda issued related to this Invitation to Bid have been received prior to submitting a bid. The County guarantees that any addenda issued will be distributed and available to every party on the Distribution List for this solicitation. The County will not accept responsibility for addenda not being obtained, and will not guarantee that addenda will be forwarded or available if the original packet was not obtained as directed.
19. The successful bidder shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Bidder from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.



**SECTION 00-1000  
INSTRUCTIONS TO BIDDERS**

**EXAMINATION OF BIDDING DOCUMENTS AND SITE**

Before submitting a Bid, each Bidder must:

- A. Examine the bidding Documents thoroughly;
- B. Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and
- C. Study and carefully correlate the Bidder's observations with the Bidding Documents.

On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bidding Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**BIDDING DOCUMENTS**

**COPIES OF BIDDING DOCUMENTS**

Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The Owner and the Architect/Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**INTERPRETATIONS**

All questions about the meaning or intent of the bidding Documents shall be submitted to the Architect/Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Architect/Engineer as having received the Bidding Documents.

Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Bidders and Subcontractor shall promptly notify the Architect/engineer of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

#### SUBSTITUTE MATERIAL AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the contractor if acceptable to the Architect/Engineer, application for such acceptance will not be considered by the Architect/Engineer unless submitted to the Architect/Engineer at least five days prior to the date for opening Bids. Any allowance of substitutions will be published to all prospective Bidders via addendum. The procedure for submittal of any such application by the Contractor and consideration by the Architect/ Engineer is set forth in the Contract Documents.

#### ADDENDA

Addenda will be mailed or delivered to all who are known by the Architect/Engineer to have received a complete set of bidding Documents.

Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Addenda will be issued no later than four days prior to the date for receipt of Bids, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of Bids.

#### BIDDING PROCEDURES

##### FORM AND STYLE OF BIDS

Bids shall be submitted on forms identical to the form included with the Bidding Documents and Bid Form 1 provided in this invitation to bid. Include general contractor's statement of qualifications. Refer to Section 4.6.5.

All blanks on the Bid Form shall be filled in electronically or manually in ink.

Where so indicated by the makeup of the bid firm, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern. Any interlineation, alteration, or erasure must be initiated by the signer of the bid.

Each copy of the bid shall include the complete name of the bidder and a statement that the bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the bidder to contract. A Bid by a corporation shall further give the State of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current contractor's license number and type, and the current Contractor's preference number. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

The address to which communications regarding the Bid are to be directed must be shown.

The Project Name and Number, shall be clearly shown on the outside of the envelope in which the Bid is submitted.

#### SUBCONTRACTORS

The Bidder shall list the subcontractors he proposes to use for all trades or items on the Subcontractors Listing Form attached to the Bidding Documents and Bid Form 2.

The General Contractor shall submit a statement of qualifications within the sealed envelope to include but not be limited to cover letter, history of company, years of experience, related experience to proposed project, information/qualifications of personnel assigned to project, and management plan to include a proposed schedule.

#### CORRECTION OR WITHDRAWAL OF BIDS

Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering written or telegraphic notice to the location designated in the Invitation for Bid as the place where bids are to be received.

Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bidding Documents. After Bid Opening, no modifications in Bid Prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes his Bid non-responsive may be permitted to withdraw his Bid if:

- A. The mistake is clearly evident on the fact of the Bid document; or
- B. The Bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid security will not be forfeited.

#### NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

In submitting this bid, the Bidder represents that he has familiarized himself with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions regarding, but not limited to the following):

- A. Definitions
- B. Contractor's Gross Receipts Tax Registration
- C. Others listed within the Contract Documents. **REJECTION OR CANCELLATION OF BIDS**

An Invitation for Bid 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 Owner.

POST-BID INFORMATION  
SUBMITTALS TO ARCHITECT/ENGINEER

Within ten (10) days after Notice of Award, the following shall be submitted to the Architect/Engineer:

- A. The required bonds and certificate of insurance,
- B. The requirements under Subparagraph 4.5.1

EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned, together with both the Contract Bonds and Certificate of Insurance, within ten (10) calendar days after the date of the Notice of Award. If the Contract is not executed by the Owner within sixty (60) days following receipt from the Bidder of the signed Contract with Bonds and Certificate, the Bidder shall have the right to withdraw his proposal without penalty. No Contract shall be effective until it has been fully executed by all of the parties thereto.

NOTICE TO PROCEED

The Owner will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid Security, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

CONSTRUCTION TIME AND LIQUIDATED DAMAGES

- A. The Agreement will include a stipulation that the Work be completed as follows:

Construction shall begin following receipt of the Owner's Notice to Proceed and issuance of a building permit and shall be Substantially Complete as follows:

**Construction shall be substantially complete June 26, 2024 due to funding/grant requirements.**

- B. The Agreement will include a stipulation that liquidated damages will be established in the amount of \$500.00 per calendar day for each calendar day after the agreed completion date that the Work is not fully certified by the Architect as being Substantially Complete as that stage of completion is defined in the Conditions of the Contract.

## ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Contingencies for testing and inspecting as defined in sections of this specification's manual.
- C. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.

#### 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### 1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 1.6 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

- A. The Contractor shall include the following Contingency allowance to be used by the Owner to pay for Contingencies:
  - 1. \$10,000 (Ten thousand dollars) for all testing and inspecting as defined in individual sections of this specifications manual and special inspections required per the structural drawings.
  - 2. \$40,000.00 (Forty thousand dollars) for power source location for lighting in livestock stall covering.

**BID FORM 1  
QUOTATION SHEET**

Cost of Building Materials: \_\_\_\_\_

Cost of Prefabricated Stalls: \_\_\_\_\_

Cost of Labor: \_\_\_\_\_

Gross Receipts Tax: \_\_\_\_\_

**Total Project Cost:** \_\_\_\_\_

Expected date to begin project: \_\_\_\_\_

Number of days to complete project: \_\_\_\_\_

Firm submitting bid: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

New Mexico Bidder's Preference Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_



**BID FORM 2**

**PROPOSED SUBCONTRACTORS**

<b>Type of Work</b>	<b>Entity Name</b>	<b>City &amp; State</b>	<b>DWS #</b>

**‘BID FORM 3  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

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

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: Dennis Lopez, Rodney Savage, Roy Lee Criswell, Tina Dixon, Paul Grider, Kendall Terry, Mandi Park, Layle Sanchez, Stevin Floyd, or Javier Sanchez.

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

**BIDDERS REFERENCE DOCUMENTS  
PUBLIC WORKS DOCUMENTS**



# TYPE "B" – GENERAL BUILDING

Effective January 1, 2024

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
<b>Cement Mason</b>	24.31	11.16	0.60
<b>Millwright/pile driver</b>	39.00	29.40	0.60
<b>Plasterer</b>	24.76	9.99	0.60
<b>Plumber/Pipefitter</b>	36.91	14.75	0.60
<b>Sprinkler Fitter</b>	35.75	24.56	0.60
<b>Asbestos Workers/Heat and Frost Insulators</b>			
Asbestos Workers/Heat and Frost insulators	35.86	12.46	0.60
Asbestos Workers/Heat and Frost insulators: Los Alamos County	38.29	12.46	0.60
<b>Boilermaker/Blacksmith</b>			
Boilermaker/blacksmith	35.88	32.28	0.60
Boilermaker/blacksmith: San Juan County	36.83	31.88	0.60
<b>Bricklayer/Block Layer/Stonemason</b>			
Bricklayer/Block layer/Stonemason	27.03	10.99	0.60
Bricklayer/Block layer/Stonemason Curry, DeBaca, Quay and Roosevelt counties	23.10	8.98	0.60
Bricklayer/Block layer/Stonemason Dona Ana, Otero, Eddie and Lea counties	26.42	8.98	0.60
<b>Carpenter</b>			
Carpenter/Lather	29.11	12.79	0.60
Carpenter: Los Alamos County	33.18	13.58	0.60
<b>Electricians-Outside Classifications: Zone 1</b>			
Ground man	26.32	12.79	0.60
Equipment Operator	37.76	17.13	0.60

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
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Lineman or technician	47.70	19.92	0.60
Cable Splicer	48.87	20.22	0.60

**Electricians-Outside Classification: Zone 2**

Ground man	26.32	12.79	0.60
Equipment Operator	37.76	17.13	0.60
Lineman or technician	47.70	19.92	0.60
Cable Splicer	48.87	20.22	0.60

**Electricians-Outside Classifications: Los Alamos County**

Ground man	27.07	12.81	0.60
Equipment Operator	38.85	17.17	0.60
Lineman or technician	48.95	20.24	0.60
Cable Splicer	53.75	21.44	0.60

**Electricians-Inside Classifications: Zone 1**

Wireman/low voltage technician	38.30	12.60	0.60
Cable Splicer	42.13	12.71	0.60

**Electricians-Inside Classification: Zone 2**

Wireman/low voltage technician	41.75	12.70	0.60
Cable Splicer	45.58	12.82	0.60

**Electricians-Inside Classification: Zone 3**

Wireman/low voltage technician	44.05	12.72	0.60
Cable Splicer	47.88	12.89	0.60

**Electricians-Inside Classification: Zone 4**

Wireman/low voltage technician	48.26	12.90	0.60
Cable Splicer	52.09	13.01	0.60

**Trade Classification****Base Rate****Fringe Rate****Apprenticeship****Electricians-Inside Classification: Doña Ana, Hidalgo, Luna and Otero Counties**

Wireman/low voltage technician	32.72	9.65	0.60
Cable splicer	32.72	9.65	0.60

**Electricians-Inside Classification: Los Alamos County**

Wireman/low voltage technician	44.05	14.97	0.60
Cable Splicer	47.88	15.28	0.60

**Elevator Constructor**

Elevator Constructor	49.77	39.19	0.60
Elevator Constructor Helper	34.84	39.19	0.60

**Glazier**

Glazier/Fabricator	21.75	7.10	0.60
Glazier: Los Alamos County	21.75	7.10	0.60

**Ironworker**

Ironworker Journeyman	28.49	18.71	0.60
Probationary Ironworker	22.79	18.71	0.60

**Painter**

Painter	21.00	5.75	0.60
Painter: Los Alamos County	31.18	11.50	0.60

**Paper Hanger**

Paper Hanger	21.00	5.75	0.60
Paper Hanger: Los Alamos County	32.06	11.50	0.60

**Drywall Finisher/Taper - Light Commercial & Residential**

Ames tool operator	27.40	8.86	0.60
Hand finisher/machine texture	26.40	8.86	0.60



Trade Classification	Base Rate	Fringe Rate	Apprenticeship
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Drywall Finisher/Taper – Light Commercial & Residential: Los Alamos County	31.18	11.50	0.60
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**Roofer**

Rofer Journeyman	26.94	9.36	0.60
Rofer Helper	16.16	9.36	0.60

**Sheet Metal Worker**

Zone 1	37.50	19.08	0.60
Zone 2 – Industrial	38.50	19.08	0.60
Zone 3 – Los Alamos County	39.50	19.08	0.60

**Soft Floor Layer**

Soft Floor Layer	21.00	9.20	0.60
Soft Floor Layer: Los Alamos County	31.20	11.62	0.60

**Tile Setter**

Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60

**Laborers**

Group I- Unskilled	20.44	7.96	0.60
Group II – Semi-skilled	20.44	7.96	0.60
Group III- Skilled	21.44	7.96	0.60
Group IV - Specialty	23.69	7.96	0.60

**Operators**

Group I	24.49	8.22	0.60
Group II	26.76	8.22	0.60
Group III	27.24	8.22	0.60
Group IV	27.70	8.22	0.60

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Group V	27.90	8.22	0.60
Group VI	28.12	8.22	0.60
Group VII	28.23	8.22	0.60
Group VIII	31.43	8.22	0.60
Group IX	33.94	8.22	0.60
Group X	37.51	8.22	0.60
<b>Truck Drivers</b>			
Group I-VII	16.65	8.27	0.60
Group VIII	16.71	8.27	0.60
Group IX	18.65	8.27	0.60

**NOTE: All contractors are required to pay SUBSISTENCE, ZONE, AND INCENTIVE PAY according to the particular trade. More information available at <https://www.dws.state.nm.us/public-works>.**

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the New Mexico Department of Workforce Solutions Labor Relations Division at (505) 841-4400 or visit us online at [www.dws.state.nm.us](http://www.dws.state.nm.us).