



**RETURN TO
STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
1100 ST. FRANCIS DR., ROOM 2016 (87505)
PO DRAWER 6850
SANTA FE, NEW MEXICO 87502-6850
(505) 827-0472**

GSD/PD 002-D (Rev. 1/09)

IMPORTANT
PLEASE INDICATE BID NUMBER
AND OPENING DATE ON THE LEFT
BOTTOM CORNER OF YOUR
BID ENVELOPE

Bidder

**Invitation to Bid
Price Agreement**

Note: **"NO BID"** does not require a return of this document

Bid number: 01-667-00-11763

Commodity code(s): 60104200, 77111500, 77121700

<p>Ship To: New Mexico Environment Department 1190 St. Francis Drive Santa Fe, New Mexico 87501</p>
<p>Invoice: New Mexico Environment Department 525 Camino de los Marques, Suite 4 Santa Fe, New Mexico 87505</p>

Formal sealed bid opening:
Place: NM State Purchasing Division Office
Date: December 23, 2009
Time: 2:00 PM

If you have any questions regarding this Invitation To Bid please contact:
Procurement Specialist: Mike Riggs 
Telephone No.: (505) 827-0564

Agency requested delivery: As Requested

Commodity: Micro-Biological Water Testing

IMPORTANT - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.

Sealed bids will be received until the above specified date and local time, then publicly opened at the New Mexico State Purchasing Division Office and read aloud.

This bid is subject to the "Terms and Conditions," shown on the reverse side of this page, and "Additional Bidding Instructions," if any.

TO BE A VALID BID, BID MUST BE SIGNED

BIDDER MUST COMPLETE THE FOLLOWING

Company: _____ Telephone no.: _____
Signature: _____ Print or type name: _____
Federal tax ID#: _____

ADDITIONAL BIDDER INFORMATION

NM 5% resident preference certification number: _____ E-mail: _____
Payment terms: _____ (Discount will not be considered in computing the low bid, see "Terms and Conditions")
F.O.B. Point Must be Destination, unless otherwise indicated by the NM State Purchasing Agent
Vendor's Delivery: _____ (May be considered in the award)

This Invitation To Bid contains _____ sheets.

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

Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

RM
[Handwritten initials]

State of New Mexico General Services Department Purchasing Division

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variations has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor any claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust Violations which are borne by the State as to goods, services, and materials Purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the vender gives for such to any customer for such supplies or services, and that the rights remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of Merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and invoicing:**
 - A. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied be a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C. Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-Collusion:** In signing this bid, the Vendor certifies he/she has not either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.,1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for purchases:** Except as otherwise agreed to: late payment charges maybe assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
- ~~17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.~~
18. **Attention:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.

**State of New Mexico
General Service Department
Purchasing Division**

IMPORTANT BIDDING INFORMATION

RESIDENT MANUFACTURER PREFERENCE – To expedite the determination of eligibility for the 5% resident Manufacture Preference, vendor must complete the following if applicable

I (WE) CERTIFY THAT THE FOLLOWING ITEMS NUMBERED: _____

AS INDICATED IN THIS BID WERE (ARE) GROWN, PRODUCED, PROCESSED, OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO.

SIGNATURE OF BIDDER: _____

(Vendor must sign)

RESIDENT PREFERENCE – PURSUANT TO SECTIONS 13-1-1 & 13-4-2 NMSA 1978, BIDDERS CLAIMING 5% PREFERENCE MUST BE CERTIFIED PRIOR TO BID OPENING.

All Bidders must notify the State Purchasing Agent if any employee(s) of the requesting agency or the Office of the State Purchasing Agent have a financial interest in the bidder:

NO FINANCIAL INTEREST **YES FINANCIAL INTEREST**

IF YES, SPECIFY, BY NAME: _____

BID TABULATIONS WILL BE POSTED TO OUR WEBSITE APPROXIMATELY TWO WEEKS AFTER BID OPENING DATE. TO ACCESS GO TO www.generalservices.state.nm.us/spd/ , click on BID TABULATION.

FAILURE OF BIDDERS TO COMPLETE BIDDING DOCUMENTS IN ACCORDANCE WITH ALL INSTRUCTIONS PROVIDED IS CAUSE FOR THIS OFFICE TO REJECT BIDS.

Brand names and numbers are for reference only, equivalents will be considered. If bidding "Equivalent" **BIDDERS MUST BE PREPARED TO FURNISH "COMPLETE DATA" UPON REQUEST, PERFERABLY WITH BID TO AVOID DELAY IN AWARD.**

Specifications on the bid are not to exclude any bidder or manufacture. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized "only" if required to match existing equipment.

If any bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid, it is requested that his opinion be made known to the State Purchasing Agent, in writing, **AT LEAST SEVEN (7) DAYS PRIOR** to the bid opening date.

Bidders must, upon request of the State Purchasing Agent's Office, provide information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent reserves the right to require a bidder to furnish a Performance Bond **PRIOR TO AWARD**, where the bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the bidder.

**State of New Mexico
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Purchasing Division**

Unless otherwise indicated in the bid specifications samples of the items, when required, shall be free of expense to the State of New Mexico prior to the time set for the opening of bid. Samples not destroyed or mutilated in testing, will be returned upon request by mail, express or freight, **COLLECT**. Each sample must be labeled to clearly show the bid number, regardless of any attempt by a bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk, will not be examined or tested, and will not vary from any of the provisions of the Invitation to Bid.

AWARDS

Determination of lowest bidder – Following determination of product acceptability if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the State in accordance with the specifications, terms & conditions set forth in the Invitation to Bid/Request for Quotation.

The state Purchasing Agent reserves the right to award this Invitation to Bid/Request for Quotation in total; by groups of items; on the basis of individual items; or any combination of these; or as otherwise specified in bid terms; which ever, in his/her judgment, best serves the interest of the State of New Mexico.

The N.M. State Purchasing Director or his/her designee reserves the right to accept and/or reject any and all bid, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the State of New Mexico.

SPECIAL NOTICE – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legible in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes, Such corrections must be properly identified and signed or initialed by bidder. Re-submittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low bidder alleging a material mistake of fact, after bids have been opened, may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent.

F.O.B. DESTINATION – Means goods are to be delivered to the destination designated by the user, which is the point at which the user accepts ownership or title of the goods. LAWS OF New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to **F.O.B. DESTINATION** may cause bid to be declared non-responsive.

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY AND YOU REQUIRE ACCOMODATIONS SUCH AS A HEARING INTERPRETER TO ATTEND OUR BID OPENINGS, PLEASE CONTACT PAULA SALAZAR (505-827-0474) OF THIS OFFICE AT LEAST 5 WORKING DAYS PRIOR TO THE SCHEDULED BID OPENING.

IMPLEMENTATION GUIDANCE**EXECUTIVE ORDER 2007-049, Revision 1
December 24, 2007****I. SCOPE**

This implementation guidance applies to Executive Order 2007-049 (hereafter "the Executive Order") and applies to all Invitation to Bid (ITB) and Request for Proposal (RFP) based procurements conducted by Executive Branch Agencies for which the ITB or RFP is made available to the general public ("solicited"), through any means, after January 1, 2008.

II. DEFINITIONS

The following definitions apply to the language contained in the Executive Order.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

"Contractor" means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

"Employer" means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". (See below.) Such definition does not include governmental entities.

"Expected Annual Value" means the amount of money that a Contractor can reasonably expect to be paid through the provision of services or goods made pursuant to a contract with the State of New Mexico. Such reasonable expectation shall be based upon, in order of preference, 1) the face value of a contract if such value exists; 2) projections made by the State based on historical data if such data exists; or 3) best estimates made by the State. In the case of a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

"Incremental Plan" means the phased in requirements set forth in the Executive Order.

"New Mexico Employee" means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer's office or offices.

"Offer" means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

"Solicited and Awarded" means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

"Solicitations" means ITBs and RFPs.

III. SOLICITATION REQUIREMENTS

All Invitations to Bid and Requests for Proposals made available to the public through any means after January 1, 2008 must contain the following language:

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Expected Annual Value shall be established by the State based on either projections made by the State based on historical data if such data exists or best estimates made by the State. In the case of such a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

IV. CONTRACT REQUIREMENTS

All contracts awarded as a result of any Invitations to Bid or Requests for Proposals made available to the public through any means after January 1, 2008, and awarded after January 1, 2008, must contain the following language, renumbered as may be appropriate:

"New Mexico Employees Health Coverage"

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmxico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.
5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Contractor agrees the State's projection or best estimate shall be final and accepted by the Contractor.

V. EFFECTIVE DATE

This Implementation Guidance shall be effective December 1, 2007.

**State of New Mexico
General Services Department
Purchasing Division**

**Department
Price Agreement**

ARTICLE I – STATEMENT OF WORK

Under the terms and conditions of this Price Agreement the using agency may issue orders for items and/or services described herein.

The terms and conditions of this price Agreement shall form a part of each order issued hereunder.

The item and/or services to be ordered shall be listed under **ARTICLE IX – Price Schedule**. All orders issued hereunder will bear both an order number and this Price Agreement number. **It is understood that no guarantee or warranty is made or implied, by either the New Mexico Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement.** The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

ARTICLE II – TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

ARTICLE III – SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under **ARTICLE IX - Price Schedule**. Orders issued against this schedule will show the applicable price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV – SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. **Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II – TERM.** The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If Vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V - TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least **thirty (30)** days in advance of the date of termination. Notice of termination OF THE Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS.**

ARTICLE VI – AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration of contract are not allowed unless specifically provided for in the bid and contract documents.

ARTICLE VII – ISSUANCE OR ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract orders under this Price Agreement. Other authorized government entities may utilize **Form SPD-001A** or forms adapted by them for their own use.

ARTIUCLE VIII – PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX – PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached **ARE FIRM.**

ITEM * APPROX* UNIT *	ARTICLE AND DESCRIPTION	* UNIT PRICE
* QTY *		*

1. Introduction:

The New Mexico Environment Department Drinking Water Bureau, hereinafter referred to as "NMED/DWB or the Department," is requesting bids for provision of establishing a Price Agreement for the Micro-Biological Water Analysis of: 1) the presence or absence of Total Coliform and Escherichia (E.) coli as specified in the Total Coliform Rule (40 CFR 141.74(a)) and the Ground Water Rule (40 CFR 141.402(6c) and 2) the enumeration of E. coli as specified in the Surface Water Treatment Rule (40 CFR 141.74(a)).

All vendors must bid, even if on previous awards.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same prices, terms and conditions. This Price Agreement shall not exceed four (4) years.

This procurement may result in a "multiple" awarded Price Agreement to vendors able to provide required service as per scope of work. Determination for award will be based on the bidders' abilities to meet the "minimum and submittal requirements" of this procurement and shall be made in the best interest of the State of New Mexico, New Mexico Environment Department, as follows:

2. Procurement Manager:

The Bureau has designated a Procurement Manager who is responsible for the conduct of this procurement:

Randy Herrera
1190 St. Francis Dr
Santa Fe, NM 87501
(505) 827-2615

3. Definitions of Terminology:

This section contains definitions and abbreviations that are used throughout this procurement document.

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

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

"Department" means the New Mexico Environment Department.

"Desirable" the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

"Mandatory" the terms "must," "shall," "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Minimum" a means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.

STATE OF NEW MEXICO
 GENERAL SERVICES DEPARTMENT
 PURCHASING DIVISION
 PRICE AGREEMENT #: 01-667-00-11763

ITEM * * QTY *	APPROX* * UNIT *	ARTICLE AND DESCRIPTION	* * UNIT PRICE
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“NMED” means New Mexico Environment Department.

"State Purchasing Agent" or "SPA" means the purchasing agent for the State of New Mexico at GSD or a designated representative thereof.

“QA” means Quality Assurance.

“Quality Assurance” means Contractor’s formal review of care, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken in service within specifications.

“QC” means Quality Control.

“Quality Control” means formal enhanced integrity of data processing by the Contractor, thereby reducing turnaround time to the NMED/DWB and ultimately improving the quality of the final product with due confirmation/calibration tests, site verification and technical activities that measures the attributes and performance of the process in sufficiently of high quality.

4. Scope of Work:

The Contractor(s) shall:

- A. Provide analysis for the following in accordance with the Safe Drinking Water Act: 1) the presence or absence of Total Coliform and Escherichia (E.) coli as specified in the Total Coliform Rule (TCR) (40 CFR 141.74(a)) and the Ground Water Rule (GWR) (40 CFR 141.402(6c) and 2) the enumeration of E. coli as specified in the Surface Water Treatment Rule (SWTR) (40 CFR 141.74(a)). Specific methods are as follows per rule:

- 1) TCR: (40 CFR 141.74(a)) (footnotes can be found in the regulations cited above).

Organisms	Methodology ¹²	Citation ³
Total Coliforms ²	Total Coliform Fermentation Technique ^{3,4,5}	9221 A, B
	Total Coliform Membrane Filter Technique ⁶	9222 A, B, C
	Presence-Absence (P-A) Coliform Test ^{5,7}	9221 D
	ONPG-MUG Test ⁸	9223
	Colisure Test ⁹	
	E*Colite [®] Test ¹⁰	
	m-ColiBlue24 [®] Test ¹¹	
	Readycult [®] Coliforms 100 ¹³	
Membrane Filter Technique using Chromocult [®] Coliform Agar ¹⁴		
Colitag Test ¹⁵		

ITEM * * QTY *	APPROX* * UNIT *	ARTICLE AND DESCRIPTION	* * UNIT PRICE
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- 4) The Contractor should submit electronic data on either a weekly or bi-weekly basis, in the format specified by NMED/DWB, including: water system name and ID number, analysis results, chlorine residual measurement taken at the time of sample collection, sample collection location, sample point ID number, sample collection date, sample collector's name and NM sampler certification number as listed on the sample request form, sample analysis date, analytical method used, and any qualifications to the result.
- 5) The Contractor must provide electronic reports of analyses results in a format that will upload effectively into the NMED/DWB SDWIS database in accordance with the terms and conditions specified by NMED/DWB. This includes providing all data elements using formats and procedures specified by the SDWIS database manager, and successful transmission of electronic data from the Contractor to NMED/DWB's SDWIS database.
- 6) The Contractor must submit on a monthly basis one (1) paper copy of the analysis results to the District office that manages the water system submitting the sample. Results will include at a minimum: analytical results, chlorine residual measurement taken at time of sample collection, PWS name and ID number, sample collection location, sample point ID number, sample collection date, sample collector's name and NM sampler certification number as listed on the sample request form, sample analysis date, analytical method used, and any qualifications to the result.
- 7) The Contractor must provide results of any batch blanks or quality control samples to NMED/DWB upon request.

K. Send monthly invoices to the Contract Specialist as described in **Section 15** below.

5. Contract Requirements:

- A. The Contractor shall not subcontract any portion of this Price Agreement.
- B. The Contractor must be capable of providing consultations and testimony on issues relating to specific sample test(s) under this Price Agreement at no additional charge, excluding expenses for per diem and for all reasonable associated expenses. Fee schedules should be provided by the Contractor at the time of request.
 - 1) The rates for testimony that are not directly related to a specific test will be paid to the Contractor in accordance with the fee schedule provided by the Contractor;
 - 2) The rates for testimony as an expert witness will be paid to the Contractor in accordance with the fee schedule provided by the Contractor; and
 - 3) Certain activities may be undertaken at the direction of NMED/DWB's attorneys and will be compensated in accordance with the fee schedule provided by the Contractor. Such work shall constitute trial preparation and shall not be disclosed without the prior written consent of the NMED/DWB attorneys or their approved representatives.
- C. The Contractor must provide semi-annual Quality Assurance (QA) reports to NMED/DWB. QA reports will be required if there are major revisions in the laboratory's standard operating procedures, non-established instrumentation operations, system audit failures, inability to pass performance evaluation check samples, or at NMED/DWB's request. This report must be submitted to NMED/DWB within thirty (30) days after request of report.

ITEM * * QTY *	APPROX* * UNIT *	ARTICLE AND DESCRIPTION	* * UNIT PRICE
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- D. This Price Agreement shall not be amended unless all parties agree in writing to the amendment.
- E. The Contractor shall not collect any additional fee from facilities for services provided under this Price Agreement.
- F. This Price Agreement may be terminated by either party upon written notice delivered to the other party at least thirty (30) days before the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform the data of termination. The provision is not exclusive and does not waive other legal rights and remedies afforded the State in such circumstances as default/breach of contract.

6. Contractor Further Agrees to:

- A. Comply with State laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

- B. The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided.
- C. The prices quoted in this Price Agreement include an amount sufficient to cover such costs.
- D. The conditions and specifications sent out in the Invitation to Bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions or specifications sent out in this Invitation to Bid, and all other documents required to be submitted, shall be returned by the vendor in his bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the bid shall, at the discretion of the State constitute grounds for rejection of the entire bid.

7. Default:

- A. The Contractor is in apparent default of the Price Agreement, if the Contractor:
 - 1) Fails to begin the work under the Price Agreement within the time specified;
 - 2) Fails to perform the work with sufficient supervision, workmen, equipment or materials to assure the prompt completion of said work;
 - 3) Performs the work unsuitably or neglects or refuses testing materials or to perform new such work as may be rejected as unacceptable and unsuitable;
 - 4) Discontinues the prosecution of the work without due diligence;
 - 5) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
 - 6) Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency.

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- B. Upon the default of the Contractor, the Department may undertake to complete the work with its own forces, or may procure a completing Contractor to finish the work. All costs and charges thereby incurred by the Department, together with the cost of completing the work under contract, will be deducted from funds which are due or may become due the defaulting Contractor.
- C. Submission. Upon completion of agreed upon deliverables as set forth in the Scope of Work, the Contractor must submit a detailed statement accounting for all services performed. This invoice should be submitted to NMED/DWB on a monthly basis that will document the number of samples received, analyzed, and rejected.
- D. Acceptance. In accordance with Section 13-1-158 NMSA 1978, the Contract Specialist shall determine if the deliverable provided meets specifications. No payment shall be made for any deliverable until the individual deliverable that is the subject of the payment invoice has been accepted in writing by the Contract Specialist. In order to accept the deliverable, the Data/Lab Coordinator, in conjunction with any NMED/DWB designee(s), will assess the quality assurance level of the deliverable and determine, at a minimum, that the deliverable:
 - 1) Complies with the deliverable requirements as defined in the Scope of Work;
 - 2) ~~Complies with the terms and conditions of the Price Agreement;~~
 - 3) Meets the performance measures for the deliverable and this Price Agreement; and
 - 4) Meets or exceeds the generally accepted industry standards and procedures for the deliverables.

If the deliverable is deemed acceptable under quality assurance NMED/DWB will notify the Contractor of acceptance. Upon certification by NMED/DWB that the services have been received and accepted, payment shall be made. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, NMED/DWB shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein within thirty (30) business days from the date the Contract Specialist receives the deliverable and accompanying payment invoice. **All invoices must be received by NMED/DWB no later than fifteen (15) days after the termination of the fiscal year in which the services were delivered. Invoices received after such date will not be paid.**

- E. Rejection. Unless the Contract Specialist gives notice of rejection within the thirty (30) business day period, the deliverable will be deemed to have been accepted. If the deliverable is deemed unacceptable under quality assurance, the Contract Specialist will supply a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection in writing within thirty (30) business days from the date the Contract Specialist receives the deliverable and accompanying payment invoice. Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the deliverable to the Contract Specialist with all appropriate corrections or modifications made. The Contract Specialist will again determine whether the deliverable is acceptable under quality assurance, and provide a written determination within thirty (30) business days of receipt of the deliverable. If the deliverable is once again deemed unacceptable under quality assurance and thus rejected, the Contractor will be required to provide a remediation plan that must include a timeline for corrective action that is acceptable to the Sampling and Data Program Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the deliverable under the terms of this Price Agreement and available at law or equity. In the event that a deliverable must be resubmitted more than twice for acceptance, the Contractor shall be deemed as in breach of this Price Agreement.

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NMED/DWB may seek any and all damages and remedies under the terms of this Price Agreement and available at law or equity. Additionally, NMED/DWB may terminate this Price Agreement.

The NMED/DWB shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

8. Tax Note:

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

9. Escalation/Reduction Clause:

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. ~~If vendor's prices are reduced for any reason, users shall~~ receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Ordering agencies may request a sample of "private label" merchandise prior to placing order.

10. Method of Award:

Multiple awards may be issued in each group and discount category in order to provide NMED/DWB with the widest possible variety of goods. Award shall be made in the best interest of the State of New Mexico.

11. Cost Proposal:

Interested bidders must submit fixed cost rates for each of the following items. These items are to be purchased at an indefinite quantity at the discretion of New Mexico Environment Department.

12. Submittal Requirements:

Interested bidders may list **no bid** for any service listed that they cannot provide under the terms of this Price Agreement.

All interested bidders, at a minimum, must be able to provide the products and/or services identified within the Scope of Work of this Invitation to Bid. Any other associated costs must be identified by the bidders and will be taken into consideration upon evaluation of the bids received.

Bidder shall promptly notify the NMED/DWB of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

The Department shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

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The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to time and place of performance and compliance with rules and regulations may be required by the Department.

13. Invoicing documents and information shall be sent to:

Janet Rael – Contract Specialist
(505) 476-8621
525 Camino de los Marquez, Suite 4
Santa Fe, NM 87505

14. Data packages should be sent to the Regional Data Steward:

Raton Area
Valerie Marquez (575) 445-3621
1277-A Second St.
Raton, NM 87740

Santa Fe Area
Karen Beezhold (505) 476-8646
525 Camino de los Marquez
Santa Fe, NM 87505

Albuquerque Area
Kevin Cook (505) 222-9535
5500 San Antonio Dr. NE
Albuquerque, NM 87109

Clovis Area
Ken Marshall (575) 762-3728
100 East Manana, Unit #3
Clovis, NM 88101

Las Cruces Area
Richard Asbury (575) 647-7956
1170 N. Solano, Suite M
Las Cruces, NM 88001

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001	Each	Analysis for the presence/absence of Total Coliform and E. coli using methods described in the Scope of Work.	\$ _____
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002	Each	Enumeration of E. coli as described in the Scope of Work.	\$ _____
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003	Each	Additional fee for emergency sample analysis outside of the lab's normal business hours. (Also list what are normal business hours.)	\$ _____
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Normal business hours: (weekdays, weekends, holidays)
