



RETURN TO
STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
PO DRAWER 6850
SANTA FE, NEW MEXICO 87502-6850
(505) 827-0472

Amendment No. One

Date: October 19, 2009

To: All Potential Bidders

From: Brenda S. Chasco
New Mexico State Purchasing Agent

Re: Invitation to Bid: 94-667-00-10470

Department: New Mexico Environment Department

Commodity: Microscopic Particulate Analysis (MPA)

Opening Date: October 20, 2009

This Amendment is issued to reflect the following change to the Bid opening date:

**Extend Bid opening date from: October 20, 2009
to: November 3, 2009**

All other items, terms and conditions shall remain the same.

MV;BC;AB

A handwritten signature, possibly "AB", written in black ink.



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

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: 94-667-00-10470

Commodity code(s): 60104200, 77121700, 77111500

Ship To:
New Mexico Environment Department
1190 St. Francis Drive
Santa Fe, NM 87502
Invoice:
New Mexico Environment Department
525 Camino de Los Marquez, Suite 4
Santa Fe, NM 87507

Formal sealed bid opening:
Place: NM State Purchasing Division office
Date: October 20, 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: Microscopic Particulate Analysis (MPA)

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, plus samples, which comprise of specifications, instructions and bid forms. If your Invitation to Bid contains less,
please advise this office immediately.

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

Amendment No. Dated Amendment No. Dated

Handwritten initials and signatures

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.

**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.

SIGNAURE 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 ONE WEEK 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 INAWARD.**

~~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
General Services Department
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://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); 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 hereinafter referred to as “NMED or the Department” and the Drinking Water Bureau (DWB), is requesting bids for provision of establishing a price agreement for Microscopic Particulate Analysis (MPA) for drinking water samples collected from Public Water Supply Systems (PWSS) maintaining an approved Public Water Supply Number as per the scope of work below.

The term of this 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 Director at the same prices, terms and conditions. This Agreement shall not exceed four (4) years.

This procurement may result in a “multiple” awarded contract 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 Department 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
randy.herrera@state.nm.us

3. Definition 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 or bidder who enters into a binding contract.

“**Contract Specialist**” means the New Mexico Environment Department Drinking Water Bureau contract specialist.

“**Deliverable**” means product outcome, services or tangible property that is a requirement of the contract, price agreement, work order, or project design pursuant to all aspects of the scope of work and specifications.

“**Department**” means the New Mexico Environment Department.

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

“**EPA**” means the US Environmental Protection Agency.

“**Lab Coordinator**” means the New Mexico Environment Department Drinking Water Bureau lab coordinator.

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

"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.

"NMED" means New Mexico Environment Department

"NMED/DWB" means New Mexico Environment Department, Drinking Water Bureau.

"MCL" means Maximum Contaminant Level.

"MDL" means Minimum Detection Limit.

"PWSS" means Public Water Supply System.

"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 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.

~~**"Sampling Manager"** means the New Mexico Environment Department Drinking Water Bureau sampling manager.~~

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

4. Scope of Work.

The Contractor(s) shall:

A. Analyze all samples using approved methods listed in this contract and must meet minimum detection limits as stated in the code of federal regulations for which certification has been granted by the Environmental Protection Agency (EPA) Laboratory Certification section or any laboratory certification program approved by the State of New Mexico Drinking Water Bureau.

B. Provide analysis in an indefinite quantity of analyses for the following types of samples:

- 1) Drinking water sample analyzed by the non-EPA certified method: *Consensus Method for Determining Groundwaters Under the Direct Influence of Surface Water Using Microscopic Particulate Analysis (MPA)* (EPA 9-10/9-92-029).
- 2) Drinking water sample analyzed by the certified method 1623: *Cryptosporidium and Giardia in Water by Filtration/IMS/FA* (EPA 815-R-05-002).

ITEM * * QTY *	APPROX* * UNIT *	ARTICLE AND DESCRIPTION	* * UNIT PRICE
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- C. Accommodate NMED/DWB in emergency situations. The NMED/DWB Bureau Chief or the Sampling Manager may designate any sample as an emergency sample that will require immediate analysis and may require overtime by Contractor personnel to complete the analysis outside of normal work hours. An emergency sample will require advance approval by the Contractor. Emergency samples are those that may be considered an acute violation or cause a potential threat to human health or safety.
- D. Provide the public water facility or NMED/DWB personnel with the EPA approved sample bottles, sample request forms, and preservatives at no additional cost as necessary per sample collection requirements.
- E. Provide the instrumentation (for rent or purchase as provided by the Contractor) that is required to collect the MPA sample according to the EPA method. The MPA sampling apparatus must contain the following specifications as listed in the MPA method (EPA 9-10/9-92-029):
 - 1) Inlet hose with a minimum of six (6) feet, not to exceed ten (10) feet in length;
 - 2) A 10 inch filter housing;
 - 3) A 10 inch, 1um polypropylene yarn wound, nominal porosity cartridge filter, preferably honeycomb Filter tubes;
 - 4) A water meter which reads in gallons (5/8 x 3/4);
 - 5) A limiting flow orifice (flow control valve) rated 1 gallon per minute (3.8L/min);
 - 6) A discharge hose with a minimum length of six (6) feet not to exceed ten (10) feet in length;
 - 7) Sampling apparatus must contain the capability to adjust and monitor pressure with a pressure regulator (Watts IR56 or equivalent) and a pressure gauge with a range of 0-100 psi; and
 - 8) A minimum of two (2) year, or better, warranty to include entire replacement of apparatus, and parts if faulty or mal-functional.
- F. Pay the cost of shipping to return coolers to the appropriate NMED/DWB field office or public water facility.
- G. Ensure Quality Control (QC), so that if the receipt of a sample does not allow the lab sufficient time to meet the required holding time, pursuant to 40 CFR, the Contractor shall not analyze the sample. Reasonable time shall be allowed for the collection and delivery of the sample and said time shall not be used as a reason for rejection under this item. The Contractor will be required to notify the sampler and the NMED/DWB Sampling Manager by a telephone call and an email with the information that a sample will not meet the required drinking water sample holding time within one business day of making the determination.
- H. Within one business day of the occurrence, the Contractor must notify the NMED/DWB Sampling Manager when any other Quality Control measurements or minimum detection limits are not within the expected acceptance range or are considered to be out of compliance.
- I. Ensure it receives a sample with sufficient information to process the sample; the Contractor must attempt to obtain complete sample information from the public water facility or NMED/DWB personnel. If the Contractor is unable to contact the public water facility then the Contractor shall do the following:
 - 1) Contact the NMED/DWB Sampling Manager and Lab Coordinator to determine missing information; or
 - 2) If missing information is not available, reject the sample.
 - 3) If the sample is not analyzed, the Contractor must contact the collector of the sample and the Sampling Manager by phone and email within one business day of making the determination.
- J. Retain samples for 30 days after results are reported to NMED/DWB as hold times allow.

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

K. Repeat the analysis of retained samples at the request of NMED/DWB within 30 days after results are provided by the Contractor. The cost for the repeat analysis shall be assumed by the Contractor, if the results indicate to NMED/DWB a substantive error by the Contractor. Costs for the repeat analysis shall be assumed by NMED/DWB if the results confirm the result initially provided by the Contractor.

L. Qualify any sample that must be recollected due solely to Contractor error on the original sample. If the sample must be recollected due solely to the fault of the Contractor, the Contractor will be required to reimburse NMED/DWB for the recollection of the sample. The following criteria will be used to calculate the total cost for recollection of each resample not to exceed \$500:

- 1) Cost for the single day rental of a vehicle;
- 2) DWB shall be reimbursed reasonable travel expenses to and from the public water system. New Mexico State current mileage rates will apply to determine this cost;
- 3) Salary of the NMED/DWB sample collector that is collecting the sample for the time used to recollect the sample; and
- 4) Shipping of sample to the Contractor.

M. Meet all of the following reporting and deliverable requirements:

- 1) The Contractor must report analysis results to NMED/DWB within 30 business days of completion of the analysis. Results are considered reported as postmarked for mailing via regular U.S. mail.
- 2) The Contractor must submit a paper copy of the analysis to the NMED/DWB Santa Fe central office, one paper copy to the appropriate field office and one paper copy to the public water facility. Results will include, at a minimum, analytical results, sample Id, PWS name and WSS number, sample collection location, sample collection date, sample collector's name as on the submittal form, sample analysis date, analytical method used, and any qualifications to the result.
- 3) At the request of NMED/DWB, the Contractor must electronically provide copies of analysis reports in accordance with the terms and conditions specified by NMED/DWB.
- 4) ~~The Contractor must provide a quarterly sample workload report to the Sampling Manager within (15) days after the quarter ends. This report will consist of samples received, samples processed, samples rejected, and any QA/QC reports that coincide with the analyses completed.~~

N. Send monthly invoices to NMED/DWB as described in **Section 8: Acceptance** below.

5. Contract Requirements.

- A. The Contractor may subcontract any portion of this agreement with the prior approval of the NMED/DWB. NMED/DWB should be provided with a current list of subcontractors and the analyses they are providing to the Contractor when any changes are made. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this agreement, nor shall any subcontracting obligate payment from the NMED.
- B. The Contractor(s) must be able to receive and process compliance samples during normal working hours - Monday through Friday. Normal working hours means a reasonable time limit that allows enough time to process contractual obligations on the day of receipt order without cause or incurrence of overtime expenses. Any emergency samples that need to be processed immediately, outside of normal working hours, will be subject to a fee by the Contractor as described in bid item 008.
- C. The Contractor must provide semi-annual Quality Assurance (QA) reports to the NMED/DWB Sampling Manager. Other QA reports will be required if there are major revisions in the laboratories standard operating procedures, non-

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
PRICE AGREEMENT #: 94-667-00-10470

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

established instrumentation operations, system audit failures, inability to pass performance evaluation check samples, or at NMED's request. This report must be submitted to NMED within thirty (30) days after request of report.

D. The Contractor shall be capable of providing consultations and testimony on issues relating to specific sample test(s) under this price agreement, excluding expenses for per diem and for all reasonable associated expenses.

- 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 at the time testimony is requested by DWB;
- 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 at the time of the DWB request; and
- 3) Certain activities may be undertaken at the direction on DWB's attorneys and will be compensated in accordance with the fee schedule provided by the Contractor at the time of the NMED/DWB request. Such work shall constitute trial preparation and shall not be disclosed without prior written consent of the NMED/DWB attorneys or their approved representatives.

E. This Price Agreement shall not be amended unless all parties agree in writing to the amendment.

F. The Contractor shall not collect any additional fee from facilities for services provided under this Agreement.

G. This 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 reminds 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 ~~Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract 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 contract 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. The Contractor is in apparent default of the contract, if the Contractor:

A. Fails to begin the work under the contract within the time specified, or;

B. Fails to perform the work with sufficient supervision, workmen, equipment or materials to assure the prompt completion of said work, or;

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
PRICE AGREEMENT #: 94-667-00-10470

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

- C. Performs the work unsuitably or neglects or refuses testing materials or to perform new such work as may be rejected as unacceptable and unsuitable, or;
- D. Discontinues the prosecution of the work without due diligence, or;
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or;
- F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or;
- G. Upon the default of the Contractor, NMED/DWB shall provide written notice of the default to the Contractor. The Contractor shall have ten business days to cure or provide a remediation plan for the default, which is acceptable to NMED/DWB. If after ten business days the Contractor is unable to provide such plan and/or cure the default, then NMED/DWB may terminate this agreement. The NMED/DWB shall pay the Contractor for acceptable work, deemed in accordance with the specifications and standards set forth in this agreement, performed before the date of this termination.

8. Acceptance.

A. 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 to the designated Contract Specialist. These detailed invoices for payment should include the following information for each sample: The sample identification numbers, the Public Water Supply System Number (WSSN), the Public Water System name, the sample location, the sample analysis requested, the date collected, the date received, the cost per analysis, the collector name as provided on the submission form, the submitter code (when applicable) and priority code. The NMED/DWB will not be responsible for payment of a failed test if the failure is a result solely of Contractor error including, but not limited to, not analyzing a sample within the required holding time period for a particular contaminant, not meeting minimum detection limits, or not meeting all quality assurance and quality control requirements.

~~B. Acceptance. In accordance with section 13-1-158 NMSA 1978, the Contract Specialist and Lab Coordinator 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 Lab Coordinator. In order to accept the deliverable, the Lab Coordinator and Contract Specialist, in conjunction with any NMED 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 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 by the Lab Coordinator, and the invoicing is deemed acceptable by the Contract Specialist, payment shall be made. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the NMED 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 payment invoice. All invoices must be received by the Contract Specialist no later than fifteen (15) days after the termination of the fiscal year in which the services were delivered. Invoices received after July 15 for the previous fiscal year (ending June 30th) will not be paid.

Results of analyses must be reported in a timely manner to ensure the ability of NMED/DWB to protect public health. Failure to report will result in reductions in the payment per analysis remitted to the Contractor. The following schedule of payment reductions will be assessed for each sample analysis result that fails to meet the reporting requirements.

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
PRICE AGREEMENT #: 94-667-00-10470

ITEM * * QTY *	APPROX* * UNIT *	UNIT * * QTY *	ARTICLE AND DESCRIPTION	* * UNIT PRICE
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- 1) Payment for a sample analysis will be reduced to 80% of the contract amount when that sample result is reported on the 11th through the 15th business day after completion of analysis.
- 2) Payment for a sample analysis will be reduced to 60% of the contract amount when that sample analysis result is reported on the 16th through the 20th business day after completion of analysis; and
- 3) Payment for a sample analysis will be reduced to 40% of the contract amount when that sample analysis result is reported more than 21 business days after completion of the analysis.

C. Rejection. If NMED/DWB has not received the analysis results as described in the Scope of Work, for any samples listed in the invoice, the invoice will be rejected. 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 Lab Coordinator 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 payment invoice. Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the deliverable to the Lab Coordinator with all appropriate corrections or modifications made. The Lab Coordinator 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 Lab Coordinator. To the extent the late delivery is attributable solely to the fault of the Contractor; the Contractor shall also be subject to all damages and remedies attributable to the late delivery of the deliverable under the terms of this agreement and available at law or equity. In the event that a deliverable must be resubmitted more than twice for acceptance, due solely to the gross negligence or willful misconduct of the Contractor, the Contractor shall be deemed as in breach of this agreement. The NMED/DWB may seek any and all damages and remedies under the terms of this agreement and available at law or equity. Additionally, the NMED/DWB may terminate this agreement. In no event shall the Contractor's liability to NMED/DWB exceed the total compensation received by the Contractor for rendering services pursuant to this 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.~~

9. Tax Note.

Price shall not include state gross receipts tax or local option tax (es). 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.

10. Escalation Clause.

In the event of a product cost increase an escalation request will be reviewed by NMED/DWB 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.

11. Shipping Charges.

All necessary equipment, sample bottles, and preservatives sent to sample collectors by the Contractor will be shipped at the cost of the Contractor.

ITEM * * QTY *	APPROX* *	UNIT * *	ARTICLE AND DESCRIPTION	* *	UNIT PRICE
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12. Method of Award.

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

13. 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.

14. Submittal Requirements.

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.

All interested bidders must provide documentation in their bid confirming that all of their laboratory analysts performing the MPA have similar experience as described in section 11.0 *Qualification of Analyst*, of the MPA method (EPA 9-10/9-92-029).

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

The NMED 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.

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.~~

15. Invoicing documents and information shall be sent to the Contract Specialist at:

NMED –Drinking Water Bureau
Attn: Janet Rael
525 Camino De Los Marquez, Suite 4
Santa Fe, NM 87505.
(505) 476-8621 or janet.rael@state.nm.us

16. Other relevant contacts:

Lab Coordinator
Oneva Rivera (505) 476-8648
525 Camino De Los Marquez, suite 4
Santa Fe, NM 87505
oneva.rivera@state.nm.us

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
PRICE AGREEMENT #: 94-667-00-10470

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

Sampling and Data Manager
Danielle Shuryn (505) 476-8637
525 Camino De Los Marquez, suite 4
Santa Fe, NM 87505
danielle.shuryn@state.nm.us

DISTRICT I
District Manager: Patrick Akin
(Albuquerque Office)

District Office:
5500 San Antonio Dr, NE
Albuquerque, NM 87109
(505) 222-9500

Farmington Field Office:
724 W. Animas
Farmington, NM 87401
(505) 327-771

DISTRICT II
District Manager: Courtney Perkins
(Santa Fe Office)

District Office:
525 Camino De Los Marquez, Suite 4
Santa Fe, NM 87505
(877) 654-8720

Espanola Field Office:
705 La Joya Street
Espanola, NM 87532
(505) 753-7256

Raton Field Office:
1277-A S. Second Street
Raton, NM 87740
(575) 445-3621

DISTRICT III
District Manager: Ray Melendrez
(Las Cruces Office)

District Office:
1170 N. Solano, Suite M
Las Cruces, NM 88001
(575) 524-6300

Silver City Field Office:
3082 32nd Street Bypass Road
Silver City, NM 88061
(575) 388-1934

DISTRICT IV
District Manager: Joe Savage
(Alamogordo Office)

District Office:
1015 Cuba Avenue
Alamogordo, New Mexico 88310
(575) 437-7115

Clovis Field Office:
100 East Manana, Unit #3
Clovis, NM 88101
(575) 762-3728

STATE OF NEW MEXICO
 GENERAL SERVICES DEPARTMENT
 PURCHASING DIVISION
 PRICE AGREEMENT #: 94-667-00-10470

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

Ruidoso Field Office:
 1216 E. Mechem
 Ruidoso, NM 88345
 (575) 258-3272

Hobbs Field Office:
 726 E. Michigan
 Hobbs, NM 88240
 (575) 393-4302

17. Bid Items.

001	Each	Monthly rental of MPA sampling apparatus.	\$ _____
002	Each	Purchase of MPA sampling apparatus.	\$ _____
003	Each	Filters for MPA analysis.	\$ _____
004	Each	Filters for Method 1623.	\$ _____
005	Each	Drinking water sample analyzed by the non-EPA certified method: <i>Consensus Method for Determining Groundwaters Under the Direct Influence of Surface Water Using Microscopic Particulate Analysis(MPA)</i> (EPA 9-10/9-92-029).	\$ _____
006	Each	Drinking water sample analyzed by the certified <i>Method 1623:</i> <i>Cryptosporidium and Giardia in Water by Filtration/IMS/FA (EPA 815-R-05-002).</i>	\$ _____
007	Each	Analysis of two drinking water samples: one by the MPA method (EPA 9-10/9-92-029) plus another Drinking water sample analyzed by the certified <i>Method 1623:</i> <i>Cryptosporidium and Giardia in Water by Filtration/IMS/FA (EPA 815-R-05-002).</i>	\$ _____
008	Each	Additional fee for emergency samples that must be analyzed immediately upon receipt outside of normal working hours.	\$ _____

**** 8 Items ****