



Return Invitation to Bid 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 (Rev. 1/11)

**Invitation to Bid Price Agreement**

Title: **New Mexico Clean Diesel Grant Program (Reduce Emissions)**

Bid number: **20-667-00-16833**  
 Agency requested delivery: **As Requested**  
 Commodity code(s): **15101500, 25173700, 26101500, 41113100**

<b>Ship To:</b> New Mexico Environment Department 1301 Siler Road Bldg. B Santa Fe, NM 87507
<b>Invoice:</b> Same as Ship To

Formal Sealed Bid Opening  
 Place: NM State Purchasing Division Bid Room  
 Bid opening date: **November 29, 2011**  
 Time: **2:00pm**

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

**Bidder MUST complete and sign the following in order for Bid to be valid:**

Company name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Telephone no.: \_\_\_\_\_  
 Federal tax ID#: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Print or type name: \_\_\_\_\_

**Vendor MUST indicate below its company status as related to the pay equity initiative or vendor will be deemed non responsive.**

<input type="checkbox"/>	My organization has ten or more employees and my pay equity worksheet (PE10-249 or PE250) is attached. (Two (2) copies are recommended)
<input type="checkbox"/>	My organization is exempt from the pay equity reporting requirement because I have fewer than ten employees AND do not have at least eight employees in the same job classification.
<input type="checkbox"/>	My organization is exempt from the pay equity reporting requirement because I do not have any employees performing work within the state of New Mexico.

**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)

**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.** (Note: "No Bid" does not require a return of this document.) Sealed bids will be received at the above address until the above specified date and local time, then publicly opened in the New Mexico State Purchasing Division Bid Room. This Bid is subject to the "Terms and Conditions," shown on the reverse side of this page, and "Additional Bidding Instructions," if any.

If applicable, Bidder acknowledges receipt of the following amendments(s):

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_ Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_

*VL* *MR*

**Terms and Conditions**

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee 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 variation 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 thereunder, 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 or his/her designee. 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 twenty (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 nonconformance 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 or his/her designee 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 Vendor gives for such to any customer for such supplies or services. The rights and 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 shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted 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

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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 or his/her designee.

**13. Nondiscrimination:** 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 may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 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. 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. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

**19. Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

**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/Contractor Preference:** Bidders claiming 5% preference must be certified prior to bid opening pursuant to Sections 13-1-21 & 13-4-2 NMSA 1978.

All Bidders must notify the State Purchasing Agent or his/her designee 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 (2) weeks after bid opening date. To access go to [www.generalservices.state.nm.us/spd/](http://www.generalservices.state.nm.us/spd/), click on Bids and Proposals, Bid Tabulations.

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, is cause for this office to reject their bid.

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, preferably 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 or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the State Purchasing Agent or his/her designee, provide information and data 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 or his/her designee 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.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the State of New Mexico. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

### 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 and terms & conditions set forth in the Invitation to Bid. The State Purchasing Agent reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the State of New Mexico.

The New Mexico State Purchasing Agent or his/her designee reserves the right to accept and/or reject any and all bids, 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 legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the 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. Resubmittal 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 or his/her designee.

**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 nonresponsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Paula Salazar (505-827-0474) of this office at least five (5) working days prior to the scheduled bid opening.

### New Mexico Employees Health Coverage

A. If Contractor has or grows to six (6) or more employees who work or who are expected to work an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to 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 two hundred fifty thousand dollars (\$250,000).

B. 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.

C. 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 website link for additional information:

<http://insurenemexico.state.nm.us/>

**New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

The PE10-249 and PE250 worksheet is available at the following website:  
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

In an effort to expedite the Bid process, please submit two (2) copies of your pay equity worksheet.

**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 items 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 State 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 New Mexico State Purchasing Agent or his/her designee 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 New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

**Article VII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article 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.

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The New Mexico Environment Department (“NMED” or “the Department”) is soliciting bids for Grant Requests from any public or private entity or non-profit organization that has eligible diesel equipment (see the “Eligible Equipment” section) and whose business/facility/organization and vehicles/equipment are based, registered (if applicable) or operate at least 50% of the time in the State of New Mexico for the New Mexico Clean Diesel Grant Program. The NMED will select bids to award Grants on a competitive basis and will issue Grants Contracts to reduce emissions from existing diesel engines through a variety of strategies, including but not limited to: add-on emission control retrofit technologies; idle reduction technologies; cleaner fuel use; engine repowers; engine upgrades; and/or vehicle or equipment replacement.

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

This procurement is funded by a grant from the U.S. Environmental Protection Agency (EPA) under the Diesel Emissions Reduction Act (DERA).

This procurement may result in “multiple” awarded contracts to sub-recipients (see “Who Can Apply?” section below) able to provide required service as per scope of work. Determination for award will be based on the vendor's 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, Environment Department.

1) **Procurement Manager**

The bureau has designated a procurement manager who is responsible for the conduct of this procurement:

Randy Herrera  
Purchasing / Contracts Bureau, ASD  
1190 St. Francis Dr.  
Santa Fe, NM 87505  
PH # 505-476-3689  
Email: [randy.herrera@state.nm.us](mailto:randy.herrera@state.nm.us)

2) **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 who enters into a binding contract with a sub-recipient.

“**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.

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

**“State Purchasing Agent”** or **“SPA”** means the purchasing agent for the State of New Mexico at General Services Department (GSD) or a designated representative thereof.

**“State Purchasing Division”** or **“SPD”** means the Purchasing Division for the State of New Mexico at General Services Department (GSD).

**“Sub-recipient”** means the legal entity (any public or private entity including, but not limited to, a Municipality, County, State Agency, School District, School Bus Company, non-profit organization, or private diesel fleet) to which a sub-award is made and which is accountable to the recipient for the use of the funds provided.

**“Sub-award”** means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a recipient to an eligible sub-recipient or by a sub-recipient to a lower tier sub-recipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services.

**“QA”** means Quality Assurance.

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

### 3) **Background**

Diesel emissions accounted for 6.3 million tons of oxides of nitrogen (NOx) and 305,000 tons of particulate matter (PM) in the national mobile emissions inventory (2004). The emissions are from a variety of on-road and non-road vehicles, such as those used for freight, ports, transit, construction and agriculture.

Reducing emissions from diesel engines is one of the most important air quality challenges facing the country. Even with more stringent heavy-duty highway and non-road engine standards in effect, millions of diesel engines already in use will continue to emit large amounts of nitrogen oxides, particulate matter and air toxics, which contribute to serious public health problems. These problems cause thousands of premature deaths, hundreds of thousands of asthma attacks, millions of lost work days, and numerous other negative health impacts every year.

### 4) **Scope of Work**

#### **A. Program Priorities:**

NMED will award grants that meet the following:

- 1) Maximize public health benefits;
- 2) Are the most cost-effective;
- 3) Are in areas with high population density;
- 4) Are in areas that receive a disproportionate quantity of air pollution from diesel fleets, including truck stops, terminals, and distribution centers;
- 5) Include a certified engine configuration or verified technology that has a long expected useful life;
- 6) Maximize the useful life of any certified engine configuration or verified technology used or funded by the eligible entity; and
- 7) Conserve diesel fuel.

#### **B. Who Can Apply?**

Any public or private entity or non-profit organization that has eligible diesel equipment (see the “Eligible Equipment” section) and whose business/facility/organization and vehicles/equipment are based, registered (if applicable) or operate at least 50% of the time in the State of New Mexico is eligible to apply for and receive funding assistance as part of this opportunity. These funds must go directly to the entity/organization that owns the equipment.

**C. Eligible Equipment**

The New Mexico Clean Diesel Program addresses pollution from heavy duty diesel vehicles and equipment that are currently used for either on-road or non-road applications. Eligible vehicles, engines and equipment may include but are not limited to:

- 1) Transit and school buses
- 2) Medium and heavy duty trucks, greater than 19,000 pounds Gross Vehicle Weight Rating.
- 3) Locomotives
- 4) Non-road engines or equipment used in:
  - a. Construction
  - b. Cargo handling
  - c. Agriculture
  - d. Mining
  - e. Energy production (generators)

**D. Eligible Projects and Technologies**

1) Retrofit

NMED defines a retrofit project as any technology, device or system that when applied to an existing diesel engine achieves emission reductions beyond that required by EPA regulations at the time of the engine's certification. Retrofit technologies may include, but are not limited to, control technologies that are installed in the exhaust system, such as oxidation catalysts and particulate matter filters, or systems that include crankcase control, such as a closed crankcase filtration system. To be eligible for funding, the retrofit must be verified by EPA or the California Air Resources Board (CARB), or the applicant can provide documentation on the pollutant reductions provided by the proposed retrofit equipment or documentation that the technology is sole-source technology for that particular application. Please refer to the internet link listed below for more information on EPA and CARB verified technologies. Please note that technologies on the "Formerly Verified" lists are not eligible for funding.

See this website for a list of EPA verified retrofit technologies: <http://www.epa.gov/otaq/retrofit/verif-list.htm> or for a list of CARB verified technologies visit: <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>.

NOTE: New emission standards in the highway sector took effect in 2007 and will affect future model year highway heavy-duty vehicles and engines. For non-road engines, new EPA standards were phased-in in 2008. Emission reductions from retrofits of post-2007 and post-2008 vehicles, engines and equipment will be considered, if the technologies, devices or systems proposed in the proposal package will achieve emissions reductions beyond that required by EPA regulations at the time of engine certification.

**5) Idle Reduction**

An idle reduction project is generally defined as the installation of a technology or device that (a) is designed to provide services (such as heat, air conditioning and/or electricity) to vehicles and equipment that would otherwise require the operation of the main drive engine while the vehicle is temporarily parked or remains stationary, and (b) reduces unnecessary idling of such vehicles or equipment. EPA has verified four categories of idle reduction technologies: (1) auxiliary power units and generator sets; (2) battery-powered air conditioning systems and thermal storage systems; (3) electrified parking spaces (truck stop electrification); and (4) fuel operated heaters. Proposals submitted for electrified parking spaces shall address the following in the narrative: the proposed installation location, number of spaces, estimated occupancy rates, estimated emissions reduction, description of technology, the manufacturer's name and the name of agency that is verifying the technology. Also, if the proposal is for electrified parking spaces only, do not complete the spreadsheets. Idle reduction technology must be EPA or CARB verified. Idle reduction technologies, such as auxiliary power units, must not emit more pollutants than the main engine of the truck itself. A current list of EPA verified idle reduction technologies is available at: <http://epa.gov/cleandiesel/verification/verif-list.htm> & <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>

**6) Engine Upgrade**

An engine upgrade is defined as an engine that is rebuilt or remanufactured to meet higher federal emission standards. Some engines can be upgraded by applying manufacturer recommended upgrades (or kits) to certified or verified configurations. This funding can cover up to 100% of the cost (labor and equipment) for an engine upgrade with a manufacturer's kit listed in CARB or EPA's verified lists, or engine upgrade to an EPA certified configuration. A list of EPA verified technologies is available at <http://www.epa.gov/otaq/retrofit/verif-list.htm>. A list of CARB verified technologies is available at <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>.

Funding cannot be applied to the entire cost of an engine rebuild but only the emissions reducing upgrade kit and associated labor costs for installation. For example, funding is not available for work on the transmission, radiator, differential or tandem drives. Also, work performed in areas not included in the manufacturer's upgrade kit will not be considered a funding contribution and will not be considered for funding assistance under this project.

**7) Engine Re-power**

Engine repower refers to the removal of an existing engine and its replacement with a newer or cleaner engine that is certified to a more stringent set of engine emissions standards. Engine replacements may include diesel engine replacement with an engine certified for use with a cleaner fuel (such as compressed natural gas or propane). Engine replacements are eligible for funding on the condition that all of the following criteria are satisfied:

- a. The replacement engine will perform the same function as the engine that is being replaced;
- b. The replacement engine will be of similar horsepower as the engine being replaced;
- c. The applicant shall certify that the engine was not already scheduled to be replaced under normal attrition;
- d. The engine being replaced shall be operational;
- e. The replacement engine shall be certified to emit 25% less NOx than the existing engine based on the federal standard for that engine; and
- f. The engine being replaced shall be scrapped (rendered permanently disabled) or returned to the original engine manufacturer for remanufacturing to a certified cleaner emission standard. Drilling a hole in the engine block and manifold while retaining possession of the engine is an acceptable scrapping method. Other methods may be considered and will require prior NMED approval. If scrapped or salvaged parts are to be sold, this income shall be reported to NMED and subtracted from the total project cost. The disposal of the original engine shall take place within 60 days of receiving funding from NMED, and evidence of appropriate disposal will be required. If you are awarded with funding assistance to replace an engine, you will be required to provide information regarding the disposal activities and, if applicable, identify (name, address and phone number) the company that will scrap the engine. Dated photographs are one form of acceptable evidence as long as the photographs depict the engine within seven days BEFORE and within seven days AFTER destroying or rendering it inoperable. The engine serial number of the original engine must be provided in the final report to NMED. Awardees will be required to return funds if they fail to meet the scrapping requirements.

**8) Vehicle/Equipment Replacement**

Vehicle/equipment replacement projects can include the replacement of diesel vehicles/equipment with newer, cleaner diesel, diesel hybrid or alternative fuel vehicles/equipment. NMED encourages the replacement of older vehicles and equipment containing engines that were manufactured prior to the implementation of emissions standards. Equipment replacements are eligible for funding on the condition that all of the following criteria are satisfied:

- a. The vehicle/equipment must have been registered (if used on-road) and used in New Mexico for the preceding two years, unless otherwise approved by NMED;
- b. The replacement vehicle/equipment will perform the same function as the vehicle/equipment that is being replaced (i.e., an excavator used to dig pipelines would be replaced by an excavator that digs pipelines);

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- c. The replacement vehicle/equipment will be of the same type and similar gross vehicle class or horsepower as the vehicle/equipment being replaced (i.e., 300 horsepower bulldozer is replaced by a bulldozer of similar horsepower);
- d. The vehicle/equipment being replaced shall be operational;
- e. The applicant shall certify that the vehicle/equipment was not already scheduled to be replaced under normal attrition;
- f. Funds cannot be used for fleet or equipment inventory expansion;
- g. Non-road and highway diesel heavy-duty vehicles and equipment can be replaced under this program with newer, cleaner vehicles and equipment that operate on diesel or alternative fuels and meet the more stringent set of engine emissions standards for 2010 models and newer; and
- h. The vehicle/equipment and engine being replaced shall be scrapped (rendered permanently disabled). The engine may be returned to the original engine manufacturer for remanufacturing to a certified cleaner emission standard. An acceptable scrapping method is drilling a hole in the engine block and manifold and disabling the chassis while retaining possession of the vehicle/equipment. Other methods may be considered and will require prior NMED approval. Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (i.e. plow blades, shovels, seats, tires, etc.). If scrapped or salvaged equipment/parts are to be sold, this income must be reported to NMED and subtracted from the total project cost. The applicant must agree to destroy the old vehicle/equipment (including the engine) within 60 days of receiving funding assistance by NMED, and evidence of appropriate disposal is required. If you are awarded funding assistance to replace a vehicle or piece of equipment, you will be required to provide information regarding the scrapping activities and, if applicable, identify (name, address and phone number) the company that will scrap the equipment and engine. One form of acceptable evidence for on-road vehicles may be providing a history report from the Tax and Revenue Department Motor Vehicles Division that shows the vehicle has been scrapped. Dated photographs are another form of acceptable evidence as long as the photographs depict the equipment and engine within seven days BEFORE and within seven days AFTER destroying/rendering it inoperable. The engine serial number of the original engine must be provided in the final report to NMED. Awardees will be required to return funds if they fail to meet the scrapping requirements.

**9) Cleaner Fuel Use.**

Cleaner fuels include, but are not limited to, ultra-low sulfur diesel fuel (for non-road vehicles, engines and equipment prior to EPA's mandate), biodiesel, diesel emulsions or additives verified by EPA or CARB, compressed natural gas, propane and other certified alternative fuels. Funding available under this program can be used to cover the cost differential between the cleaner fuel and conventional diesel fuel. Note: This funding cannot be used for fueling infrastructure, such as that used for the production and/or distribution of fuel such as biodiesel, or compressed natural gas fueling stations. A list of EPA verified technologies is available at <http://www.epa.gov/otaq/retrofit/verif-list.htm>. A list of CARB verified technologies is available at <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>.

**10) Verified Aerodynamic Technologies:**

Aerodynamic technologies minimize drag and improve air flow over the entire tractor-trailer vehicle. Aerodynamic technologies include gap fairings that reduce turbulence between the tractor and trailer, side skirts that minimize wind under the trailer, and rear fairings that reduce turbulence and pressure drop at the rear of the trailer. Using fairings in combination with one another (or, in a few cases, when used alone) have the potential to provide an estimated 5 percent or greater reduction in fuel use relative to the truck's baseline, when used in conjunction with an aerodynamic tractor on long haul Class 8 trucks, in highway type operation. This reduces NOx emissions, saves up to 800 gallons of fuel, and eliminates over nine metric tons of greenhouse gas emissions per year.

EPA has verified the following categories of aerodynamic technologies:

- a) Trailer Gap Reducer and Trailer side skirts (used in combination with one another); Trailer Boat Tail and Trailer Side Skirts (used in combination with one another);

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- b) Advanced Trailer End Fairing; and,
- c) Advanced Trailer Skirts.

**11) Verified Low Rolling Resistance Tires:**

EPA has determined that certain tire models can reduce NOx emissions and fuel use by 3 percent or more, relative to the best-selling new tires for line haul trucks, when used on all five axles on long haul Class 8 trucks. Options include both dual tires and single wide tires (single wide tires replace the double tire on each end of a drive or trailer axle, in effect turning an 18-wheeler into a 10-wheeler). Low rolling resistance tires can be used with lower-weight aluminum wheels to further improve fuel savings.

The following link has low rolling resistance tires that are SmartWay verified when used on class 8, line-haul trucks <http://www.epa.gov/smartway/technology/tires.htm>.

The following table represents maximum percentages that NMED will fund based on the type of project and entity.

Projects must include one or more of the following diesel emissions reduction solutions:

PROJECT TYPE	FUNDING PERCENTAGE
Retrofit	100%
Idling Reduction	100%
Engine Upgrade (emission reduction costs only)	100%
Engine Re-power	100%
Vehicle Replacement*	Incremental**
Verified Aerodynamic Technologies	100%
Verified Low Rolling Resistance Tires	100%

\* Must meet 2010 emission standards. Replacement vehicles can have a 25% increase in horsepower and GVWR over the vehicle that is being replaced.

\*\* Fifty percent for on and off road vehicles. Seventy five percent for school buses, alternative fueled and hybrid vehicles.

**A. Ineligible Projects**

- 1) Projects for research and development or emissions testing and/or monitoring activities, including the acquisition cost of emissions testing equipment;
- 2) Projects for fueling infrastructure, such as that used for the production and/or distribution of fuel such as biodiesel, or compressed natural gas fueling stations;
- 3) Projects used to fund the costs of emissions reductions that are mandated under Federal, State, or local law, pursuant to Section 792(d)(2) of the Energy Policy Act of 2005; however, projects are eligible that will be used for early compliance with laws, rules, regulations or ordinances which have not yet gone into effect or to reduce emissions in excess of (above and beyond) those required by the applicable mandate;
- 4) Projects used for fleet or equipment inventory expansion; and
- 5) Projects to replace engines and/or equipment that were already scheduled to be replaced under normal attrition.

**B. Deliverables.**

The purchase and/or installation of eligible equipment for eligible projects as described in the Scope of Work and Acceptance provisions herein.

**12) Technical Progress Summary**

Quarterly progress reports and a detailed final report will be required along with detailed itemized funding assistance and/or reimbursement requests. Copies of invoices are required to receive reimbursement from NMED. Quarterly reports shall summarize technical progress, expenditures and planned activities for the next quarter. The schedule for submission and format of quarterly reports will be established by NMED after the awards are made. The final report shall include a summary of the project or activity, description of advances achieved and costs of the project or activity. In addition, the final report shall discuss the problems, successes and lessons learned from the project or activity that could help overcome structural, organizational or technical obstacles to implementing a similar project elsewhere. The final report shall be submitted to NMED by August 31, 2012

**13) Funding**

The EPA awarded to the NMED a grant allocation from the Diesel Emissions Reduction Act. The total amount of available funding for this bid is approximately \$230,000.00.

The NMED is hopeful that applicants will be willing and able to provide leveraged funds for their proposed projects. If NMED accepts an offer for a voluntary cost share/match/participation, applicants must meet their share/match/participation commitment as a condition of receiving NMED funding. The applicant should also provide certification that the project would not have occurred without this funding assistance.

A sub-recipient must demonstrate that it selected the contractor(s) competitively or that a proper noncompetitive sole-source award will be made to the contractor(s), that efforts were made to provide small and disadvantaged businesses with opportunities to compete, and that some form of cost or price analysis was conducted. NMED may not accept sole-source justification for contracts for services or products that are otherwise readily available in the commercial marketplace. Applicants are required to identify contractors or consultants in their proposal. However, this does not relieve the applicant of its obligations to comply with competitive procurement requirements, nor does it guarantee that costs incurred for such contractor/consultant will be eligible under the award/cooperative agreement.

**14) Partial Funding**

In appropriate circumstances, NMED reserves the right to partially fund applications by approving discrete portions or phases of proposed projects. If NMED decides to partially fund an application it will do so in a manner that does not prejudice any applicant or affect the basis upon which the application (or portion thereof) was evaluated and selected for award, thereby maintaining the integrity of the competition and selection process.

**15) Contract Requirements for Contracts Resulting from Successful Bids**

- A. The contract shall not be amended unless all parties agree in writing to the amendment.
- B. The sub-recipient shall not collect any additional fee from facilities for services provided under the contract.
- C. The contract 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.

**16) Sub-recipient Further Agrees to:**

Comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If sub-recipient fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be cancelled effective immediately.

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The prices quoted in the bid 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.

The prices quoted in the bid include an amount sufficient to cover such costs.

The conditions and specifications sent out in the invitation to bid are inseparable and indivisible. Any applicant, 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 applicant 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.

**17) Default**

The contract resulting from a successful bid shall specify that the sub-recipient shall be in apparent default of the contract, if the sub-recipient:

- 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;
- 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 sub-recipient, the department may undertake to complete the work with its own forces, or may terminate the contract. 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 sub-recipient.

**18) Project Manager**

Invoicing documents and information shall be sent to the Project Manager:

Rita Bates  
Air Quality Bureau  
1301 Siler Road, Building B  
Santa Fe, New Mexico 87507  
Phone: (505) 476-4304 or to  
FAX: (505) 476-4375  
email: [rita.bates@state.nm.us](mailto:rita.bates@state.nm.us)

**19) Acceptance**

**A. Submission.**

Upon completion of agreed upon deliverables as set forth in the scope of work, the sub-recipient must submit a detailed statement accounting for all services performed.

**B. Acceptance.**

In accordance with section 13-1-158 NMSA 1978, the project manager 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 project. In order to accept the deliverable, the sub-recipient will certify that the deliverable complies with the requirements

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as defined in the scope of work. The certification shall include the spreadsheet provided by NMED. NMED may require photographic documentation.

If the deliverable is deemed acceptable under quality assurance outlined in the paragraph above by the project manager, the project manager will notify the sub-recipient of acceptance. Upon certification by the NMED 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, 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 project manager receives the deliverable and accompanying payment invoice. All invoices must be received by the NMED - ABQ / SWB 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.

**C. Rejection.**

Unless the project manager 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 described in paragraph B above, the project manager 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 project manager receives the deliverable and accompanying payment invoice. Upon rejection and receipt of comments, the sub-recipient will have ten (10) business days to resubmit the deliverable to the project manager with all appropriate corrections or modifications made. The project manager 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 sub-recipient will be required to provide a remediation plan that must include a timeline for corrective action that is acceptable to the project manager. The sub-recipient shall also be subject to all damages and remedies attributable to the late delivery of the deliverable of the contract and available at law or equity. In the event that a deliverable must be resubmitted more than twice for acceptance, the sub-recipient shall be deemed as in breach of this agreement. The NMED may seek any and all damages and remedies under the terms of this agreement and available at law or equity. Additionally, the NMED may terminate this agreement.

The NMED shall pay the sub-recipient 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.

**20) 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.

**21) Escalation 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.

**22) Method of Contract**

Multiple contracts may be issued. Contracts shall be made in the best interest of the State of New Mexico.

**23) Submittal Requirements**

Applicants must follow instructions carefully and submit all documents required by the closing date and time. SPD along with NMED will only evaluate complete bids. Do not make assumptions that SPD or NMED is aware of any background information on your area or project. NMED will also not meet with entities or individuals to discuss specific applications. Bids will be subject to the Freedom of Information Act.

Use the Attachment A, the bid response template, to provide the following information in your bid. Use Attachment B, the equipment information Excel spreadsheet, to provide equipment specific information.

**A. Cover Page:**

- 1) Organization
  - a. Name, mailing address, physical address.
  - b. County
- 2) Project Manager
  - a. Name, signature, title, phone number, fax number, email address
- 3) Total Funding requested from NMED
- 4) Project Type (i.e., retrofit, engine replacement, etc. See Section 5 Scope of Work)
- 5) The number of vehicles/equipment your project includes

**B. Narrative Discussion:**

- 1) Description of Applicant's Organization
  - a. Describe your organization's size and type of work usually performed
  - b. Describe other environmentally friendly measures your organization already practices
- 2) Air Quality in the Fleet/Equipment Use Area
  - a. Describe any special air quality concerns
  - b. Describe the area's diesel emissions (i.e., truck stops, rail yards, distribution centers, etc.)
  - c. Approximate population density
- 3) Description of Fleet/Equipment Use
  - a. Describe the fleet/equipment and quantity of each, manufacturer, model type, and model year
  - b. Describe how, when, and where it is used
- 4) Describe how this project will conserve diesel fuel and reduce diesel emissions including:
  - a. All EPA/CARB certified engine configurations or verified technologies to be used or funded by the eligible entity
  - b. The means by which the project will achieve a significant reduction in diesel emissions
- 5) Describe the age and expected lifetime of the fleet/equipment diesel emissions controls used or funded by the eligible entity
- 6) Include an evaluation of the quantifiable and unquantifiable benefits of the emissions reductions of the proposed project (applicants can use the Diesel Emissions Quantifier tool found at the National Clean Diesel Campaign website at: <http://cfpub.epa.gov/quantifier/view/index.cfm>)
- 7) Cost Effectiveness, why is the technology chosen most appropriate for your fleet/equipment. Provide an estimate of proposed project costs and the cost effectiveness of emission reductions (dollar/ton reduction).
- 8) Describe the provisions for the monitoring and verification of the project
- 9) Provide information on all project partners and their various roles, and any leveraged resources
- 10) Provide information on the sustainability of the project beyond the assistance agreement period

**C. Budget**

Please include the following estimates. For more information, see the Funding section.

- 1) Administration costs (no more than 5%)
- 2) Equipment costs, include installation costs
- 3) Other costs directly related to the project

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- 4) Scrap value of equipment and/or engine if being replaced
- 5) Total project cost (Total project cost equals "costs" minus "scrap value")
- 6) Matching funds or other financial incentives/assistance
- 7) Total Funding requested

**D. Equipment Information**

See Attachment B.

**E. Programmatic Priorities.**

Please address how the project meets the programmatic priorities listed below:

- 1) Maximizes public health benefits;
- 2) Are the most cost-effective;
- 3) Are in areas with high population density, that are poor air quality areas (including nonattainment or maintenance of national ambient air quality standards for a criteria pollutant; Federal Class I areas; or areas with toxic air pollutant concerns);
- 4) Are in areas that receive a disproportionate quantity of air pollution from diesel fleets, including truck stops, ports, rail yards, terminals, and distribution centers or that use a community-based multi-stakeholder collaborative process to reduce toxic emissions;
- 5) Include a certified engine configuration or verified technology that has a long expected useful life;
- 6) Maximize the useful life of any certified engine configuration or verified technology used or funded by the eligible entity;
- 7) Conserve diesel fuel; and

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

**G.** SPD along with 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.