



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

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

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

Bidder

**Invitation to Bid
Price Agreement**

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

Bid number: 10-667-00-14278

Commodity code(s): 41112500, 41113100, 77121500,
81141500

Ship To:
New Mexico Environment Department
New Mexico Air Quality Bureau
1301 Siler Road, Building B
Santa Fe, NM 87507

Formal sealed bid opening:
Place: NM State Purchasing Division office
Date: January 4, 2011
Time: 2:00 PM

Invoice:
Same as ship to

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: Air Quality OZ and NOZ Monitors

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#: _____

_____ My organization has ten or more employees and my pay equity report (PE10-249) is attached

_____ (Enter number 1 or number 2) My organization is exempt from the pay equity reporting requirement because (1) I have fewer than ten employees AND do not have at least eight employees in the same job classification, or (2) 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)

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

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

10
AM
KRM

State of New Mexico General Services Department Purchasing Division**TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED**

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variations has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor any claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust Violations which are borne by the State as to goods, services, and materials Purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the vender gives for such to any customer for such supplies or services, and that the rights remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of Merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and invoicing:**
 - A. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied be a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C. Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-Collusion:** In signing this bid, the Vendor certifies he/she has not either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.,1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for purchases:** Except as otherwise agreed to: late payment charges maybe assessed against the user state agency in the amount and under the conditions set forth in section 13-1-158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and tales pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable tales when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **Attention:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.

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

IMPORTANT BIDDING INFORMATION

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

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

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

SIGNATURE OF BIDDER: _____

(Vendor must sign)

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

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

___ NO FINANCIAL INTEREST ___ YES FINANCIAL INTEREST

IF YES, SPECIFY, BY NAME: _____

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

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

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

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

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

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

**State of New Mexico
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://insurenwnewmexico.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 two hundred fifty thousand dollars (\$250,000).

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://insurenwnewmexico.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), the 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 two hundred fifty thousand dollars (\$250,000), five hundred thousand dollars (\$500,000) or one million dollars (\$1,000,000), depending on the dollar value threshold in effect at the 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.

NEW MEXICO PAY EQUITY INITIATIVE

"For all contracts solicited on or after October 1, 2010: If the offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, offeror must agree to complete and submit the required reporting worksheet (PE10-249) with their bid."

"For contracts that exceed beyond one (1) calendar year, or are extended beyond one (1) calendar year, offeror must also agree to complete and submit the required reporting form annually within thirty (30) calendar days of the annual contract anniversary date and, if more than one hundred eighty (180) calendar days has elapsed since submittal of the last report, at the completion of the contract."

"Should offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement."

"Offeror must also agree to levy these reporting requirements on any subcontractor performing more than ten percent (10%) of the dollar value of this contract if said subcontract meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree 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, offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement."

The PE10-249 worksheet is available at the following website:

<http://www.generalservices.state.nm.us/spd/guidance.doc>

**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.**

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
PRICE AGREEMENT #: 10-667-00-14278

ITEM * * QTY *	APPROX* * UNIT *	ARTICLE AND DESCRIPTION	UNIT PRICE
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1. Introduction.

The New Mexico Environment Department, hereinafter referred to as "NMED or the Department", is requesting bids for provision of establishing a Price Agreement for Ozone and Nitrogen Dioxide monitoring equipment. An ozone monitor is a dual-cell, UV photometric analyzer for the measurement of ozone in ambient air. A nitrogen dioxide monitor is a chemiluminescent gas analyzer used for ambient air sampling of nitrogen dioxide. These monitors support the NMED Air Quality Bureau's compliance with ambient air quality. This equipment is required to comply with federal requirements for NMED to operate an ambient air monitoring network.

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 agent 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 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 / Project Manager.

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

Randy Herrera
1190 St Francis Dr
Santa Fe, NM 87501
(505)827-2615
randy.herrera@state.nm.us

The bureau has designated a Project Manager who is responsible for the interpretation of bid items in this procurement:

Terry Hertel
Monitoring Program Mgr
NM Air Quality Bureau
1301 Siler Road, Building B
Santa Fe, NM 87507
(505) 476-4316
Terry.hertel@state.nm.us

3. Definition of Terminology.

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

Agreement - An agreement for the procurement of fixed price services

Compact Disc (CD) - A small optical disk containing computer data

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.

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
PRICE AGREEMENT #: 10-667-00-14278

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

Department - means the New Mexico Environment Department.

Determination - The written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

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

DFA - Department of Finance and Administration for the State of New Mexico.

Digital Video Disc (DVD) - A small optical disk containing computer data.

Electronic Data Deliverable (EDD) – data that is delivered in an electronic form, for example, but not limited to an electronic spreadsheet, text format file sent by e-mail or compact disc.

EPA – U.S. Environmental Protection Agency

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 Contractor's proposal.

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

Multiple Source Award - An award of an indefinite quantity agreement for one or more similar services or items of tangible personal property to more than one offeror.

NMED - New Mexico Environment Department

Offeror - Any person, corporation, or partnership that chooses to submit a bid

Price Agreement - A definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or services to a state agency which issues a purchase order, if the purchase order is within the quantity limitations of the Price Agreement.

Procurement Manager - means the individual or designee authorized by the Agency to manage or administer this procurement to include, interpretation, inquiries in relation to the ITB and flowthrough of information between bidders and the Agency. All questions about the meaning or intent of the ITB or subsequent contract documents shall be submitted in writing. Replies will be issued by written addenda and mailed, emailed, or delivered to all parties. Questions received less than ten (10) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries in relation to the ITB will be directed to the Procurement Manager.

Project Manager - means the individual or designee authorized by the Agency that will oversee all services and tasks specified in the detailed scope of work of the contract(s) resulting from this solicitation.

Procurement Coordinator - means the individual or designee authorized by the State Purchasing Agent to manage, administer and coordinate this procurement between the Agency and Offeror.

Purchase Order - A document, which directs a contractor to deliver services pursuant to an existing agreement

ITEM * *	APPROX* QTY *	UNIT * *	ARTICLE AND DESCRIPTION	* *	UNIT PRICE
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QA - Quality Assurance.

Quality Assurance - a contractor's formal review of care, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken in service within specifications.

QC - Quality Control.

Quality Control - a 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**.

State Purchasing Agent (SPA) - Purchasing agent for the State of New Mexico at the General Services Division (GSD) or a designated representative thereof.

4. Specifications.

All bid items shall meet or exceed the NMED standard specifications as requested below.

The Contractor(s) shall provide the following:

A. Specifications for Ozone Ambient Air Monitor:

1) EPA APPROVAL:

o The Analyzer Must Have USEPA:

- o Designation as an Equivalent Method Using UV Photometry.
- o Approval with Pressure Compensation On Or Off
- o Approval with Temperature Compensation On Or Off
- o Approval while Operating in a Temperature Range of 20°C - 30 °C
- o Approval to be operated via RS-232 or RS-485 Communication Links
- o Approval to be operated via TC/PIP Ethernet Link
- o Approval to be operated in any Range from 0-50 ppb to 0-1000 ppb.
- o Approval to be operated in any of the following Averaging Times:
 - 10, 20, 30, 60, 90, 120, 180, or 300 seconds
- o Approval with or without the following Options:
 - Carry Handle
 - Rack Mounts
 - Internal Zero/Span and Sample Solenoid Valves with Remote Activation
 - 4-20 mA Current Output
 - Particulate Filter
 - I/O Expansion Board

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2) MINIMUM GENERAL SPECIFICATIONS:

- o The Instrument Shall:
 - o Use The UV Photometric Technique
 - o Have A Single U.V. Source
 - o Have A Dual Cell Optical Bench
 - o Have A Detector Assembly For Each Optical Cell
 - o Have A Stabilized Flow System Using Capillary Technology
 - o Be Insensitive To Changes In Flow And To Temperature
 - o Have Electronic Flow Transducers For Sample Flow Measurement Through Each Cell Independently
 - o Have An Internal Mounted AC Mechanical Vacuum Pump With Teflon Diaphragm
 - o Display Self-Test Screen While The Internal Components Are Warming Up And Diagnostic Check Is Performed
 - o Display O₃ Concentrations, Time Or Alarm Status, And Operational Status Of The Remote Interface Simultaneously
 - o Display The Temperature Of The Optical Bench, Bench Lamp Operating Temperature, Sample Flow Of Each Cell, Zero Background And Span Coefficients Of Selected Ranges, Averaging Time, Temperature Correction Status And Reading, Pressure Correction Status And Readings, Date, Program Number, U.V. Lamp Voltage And Lamp Intensities Of Each Cell, + 5 Volt And +/- 15 Power Supply Voltages, A/D Converter Frequencies, And Internal Option Switches Status
 - o Be Able To Be Operated In Any Range From 0-50 PPB To 0-200 PPM
 - o Be Able To Be Operated In Any Range From 0-100 To 0-400,000 Micrograms Per Cubic Meter
 - o Be Able To Be Operated In Any Range From 0-0.1 To 0-400 Milligrams Per Cubic Meter
 - o Be Able To Be Operated In Single Range, Dual Range, Or Auto Range Mode
 - o Update The O₃ Concentration Every 10 Seconds
 - o Have The Capability To Calibrate Each Selected Range Independently
 - o Have Six Independent Analog Outputs
 - o Have Analog outputs individually programmable
 - o Be Able To Offset The Outputs Individually Via Instrument Setup
 - o Have Current Outputs Optional
 - o Have The Capability To Generate An Electrical Zero, Electrical Full Scale, And Electronic Points Between For Use As A System Checkout, Calibration Of Recorders, And Or Data Systems
 - o Be Able To Perform A Pump Check
 - o Have The Capability Of Turning On Or Off Temperature And Pressure Correction, And Service Mode Without Powering Down The Instrument For Tests Or Trouble Shooting Through The Microprocessor

- o The Communications Shall:
 - o Have An Internal Data Logger With The Capability Of Stowage Of As A Minimum Of Two Weeks Worth Of O₃ Five (5) Minute Averages Along With Various Operator Selected Operational Parameters In A Secondary File Be Able To Graph Operational And Concentration Parameters In 1, 5, 15, 30, And 60 Minute Averages For Instant Diagnosis Of Analyzer Operations Over Given Period Selected From The Operational Parameters Secondary File

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- The Instrument Shall:
 - Have an Internal Mounted AC Teflon Coated Mechanical Sample Vacuum Pump with a Teflon Diaphragm
 - Have a Liquid Crystal Display (LCD) Full Alpha-Numeric, 320 x 240 Graphics Display
 - Display Self-Test Screen while the internal components are warming up and Diagnostic Check is Performed.
 - Display O₃ Concentrations, Time Or Alarm Status, And Operational Status Of The Remote Interface and Simultaneously Display any one of the following:
 - The Temperature Of The Reaction Chamber,
 - Internal Operating Temperature Of The Instrument
 - Sample
 - Zero Background And Span Coefficients Of All Selected Channels
 - Ranges Of Each Channel
 - Averaging Time
 - Temperature Correction Status and Reading
 - Pressure Correction Status and Reading
 - Date and Program Number
 - Display The PMT Voltage, + 5 Volt And +/- 15 Volt Power Supply Voltages, A/D Converter Frequencies
 - Be able to be operated in PPB, PPM, Micrograms Per Cubic Meter, or Milligrams Per Cubic Meter
 - Be able to be operated in any Range from 0-50 PPB to 0-10 PPM (standard) and 0-100 (Extended Range)
 - Be able to be operated in any Range from 0-200 to 0-25,000 Micrograms Per Cubic Meter and 0-250,000 Micrograms Per Cubic Meter (Extended Range)
 - Be able to be operated in any Range from 0-0.2 to 0-25.0 Milligrams Per Cubic Meter (standard) and 0-250 Milligrams Per Cubic Meter (Extended Range)
 - Have the capability of being operated in Single Range, Dual Range, or Auto Range Mode
 - Update the O₃ values every 10 Seconds
 - The Capability To Calibrate Each Selected Channel And Range Independently
 - Have Independent Analog Outputs for any of the Selected Ranges of the Selected Mode (Example: Auto Mode: Output 1: O₃=0-500 PPB 0-5 Volts)
 - Be able to offset the outputs individually
 - Have Current Outputs and analog inputs {Optional}
- The Instrument Shall:
 - Have the capability to generate an Electrical Zero, Electrical Full Scale, and Intermediate Electronic Points for use as a System Checkout, Calibration of Recorders, and/or Data Systems
 - Be able to generate an Input Signal to be used in Troubleshooting
 - Be Linear in all Selectable (Standard) and Generated (Custom) Ranges
 - Have the capability of turning the PMT Power Supply On or Off without powering down the instrument for tests or troubleshooting through the microprocessor

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- Communications Shall:
 - Have An Internal Data Logger With The Capability Of Storing A Minimum Of 18 days (LREC's) or 52 days of SREC's Worth Of O₃ one (1) Minute Averages Along With The Operational Data. Also All Concentrations And Operational Data Stored In An Operational Parameters Secondary File
 - Be able to Graph both Operational and Concentration Parameters In 1, 5, 15, 30, and 60 Minute Averages for instant diagnosis of Analyzer Operations over a given period selected from the Operational Parameters Secondary file
 - Have a Windows based ('03) Operating System provided with instrument which also has DOS Commands Available
 - Have a total Simulation of Instrument Front Panel Operations via the Windows Software
 - Have Software Configured To Work With All "i" Series Analyzers
 - Have software capable of operating Ninety-Nine (99) "iSeries" Analyzers at any one selected site
 - Have software addressable by analyzer and User Selectable
 - Have software capable of dialing modem for connection
 - Be able to be configured to access any site combinations with a maximum of Ninety-Nine (99) "iSeries" Analyzers
 - Have a Bidirectional RS-232 or RS-485 Serial Interface and a Second Parallel RS232
 - Serial Interface for connection to other "iSeries" Analyzers, Calibrators, Data Loggers, and/or other Data System Handling Equipment
 - Have Range Selections Of:
 - With USEPA Approval with any Range from 0-50 PPB to 0-10,000 PPB (Example: 0-486 PPB)
 - Be able to be operated in any Range from 0-50 PPB to 0-10 PPM (standard) and 0-100 (Extended Range)
 - Be able to be operated in any Range from 0-200 to 0-25,000 Micrograms Per Cubic Meter and 0-250,000 Micrograms Per Cubic Meter (Extended Range)
 - Be able to be operated in any Range from 0-0.2 to 0-25.0 Milligrams Per Cubic Meter (standard) and 0-250 Milligrams Per Cubic Meter (Extended Range)
 - Each Selected Range is able to be to be calibrated independently.
 - Have Time Constant Selections Of:
 - With USEPA Approval with any Response Settings that follows:
 - 10, 20, 30, 40, 60, 80, 90, 120, 180, 240, or 300 Seconds (Are these other settings approved?)
 - 1, 2, and 5 Seconds in the Manual Mode for O₃ (Not USEPA Approved)
 - Zero Drift: <1 PPB in 24 Hours
 - Span Drift: +/- 1% Of Selected Full Scale
 - Flow Rate: 0.5 Liters Per Minute (standard); 1.0 Liters Per Minute (optional)
 - Response Time:
 - 80 sec (10 second averaging time)
 - 110 sec (60 second averaging time)
 - 320 sec (300 second averaging time)
 - Lower Detectable Limit:
 - 2.0 ppb (10 second averaging time)
 - 1.0 ppb (60 second averaging time)
 - 0.5 ppb (300 second averaging time)
 - Noise:
 - 1.0 ppb RMS (10 second averaging time)
 - 0.5 ppb RMS (60 second averaging time)
 - 0.25 ppb RMS (300 second averaging time)

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- Precision: 1% of Full Reading or 1 ppb (whichever is greater)
- Linearity: +/- 1% Of Full Scale <100 ppm
- Power Consumption: 165 Watts
- Power Requirements With USEPA Approval:
 - 100 VAC @ 50/60 Hertz
 - 115 VAC @ 50/60 Hertz
 - 220-240 VAC @ 50/60 Hertz
- Operating Temperature: 20°C To 30°C
- Analog Outputs: 6 voltage outputs; 0–100 mV, 1, 5, 10 V (User selectable), 5% of full-scale over/under range, 12 bit resolution, user selectable for measurement input
- Digital Outputs: 1 power fail relay Form C, 10 digital relays Form A, user selectable alarm output, relay logic, 100 mA @ 200 VDC
- Digital Inputs: 16 digital inputs, user select programmable, TTL level, pulled high
- Serial Ports: 1 RS-232 or RS-485 with two connectors, baud rate 1200–115200, data bits, parity, and stop bits, protocols: C-Link, MODBUS, and streaming data (all user selectable)
- Ethernet Connection: RJ45 connector for 10Mbs Ethernet connection, static or dynamic TCP/IP addressing
- Six (6) Current Outputs and Eight (8) Analog Inputs (Optional)
- Communication Software: Windows Based Operational Software for Remote Operations and Diagnosis
- Weight: 48 LBS.
- Warranty Period: Complete Coverage of all items for One Year

B) Specifications for NOx Ambient Air Monitor

1) EPA APPROVAL:

- The Instrument Shall meet all of the requirements of the EPA technical assistance document for NOx measurements

2) MINIMUM GENERAL SPECIFICATIONS:

- The Instrument Shall:
 - Use The Chemiluminescence Technique
 - Use A Single Gold Plated Reaction Chamber With A Single Photo Multiplier Tube
 - Have 3 MB Flash memory to allow installation of programs via the RS232 or TCP/IP interface.
 - Have Split Architecture (unique measurement system can be completely separated from common components Section) For Easy Servicing.
 - Be Designed To Enhance The Mixing Of Sample And Ozone Using A Cyclonic Chamber Design That Is Gold Plated
 - Have A Thermally Stabilized Flow System And Heated Reaction Chamber
 - Have The Photo Multiplier Tube Housed In A Thermoelectric Cooler Controlled Assembly
 - Have The Rear Panel Of Instrument Designed To Include Split Architecture So As To Allow For The Removal Of PMT Without Removal Of Any Major Assembly
 - Have A Stabilized Flow System Using Capillary Technology
 - Have Electronic Flow Transducers For Sample And Ozone Flow Measurement

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- The Instrument Shall:
 - Have An Internal Mounted AC Teflon Coated Mechanical Sample Vacuum Pump With A Teflon Diaphragm
 - Have A Liquid Crystal Display (LCD) Full Alpha-Numeric, 320 x 240 Graphics Display
 - Display NO-NO2-NOx Concentrations, Time Or Alarm Status, And Operational Status Of The Remote Interface and Simultaneously Display any one of the following:
 - The Temperature Of The Reaction Chamber,
 - Internal Operating Temperature Of The Instrument,
 - Temperature Of PMT Cooler,
 - Temperature Of Converter,
 - Sample And Ozone Flow,
 - Zero Background And Span Coefficients Of All Selected Channels
 - Ranges Of Each Channel
 - Averaging Time
 - Temperature Correction Status and Reading
 - Pressure Correction Status and Reading
 - Date and Program Number
 - Display The PMT Voltage, + 5 Volt And +/- 15 Volt Power Supply Voltages,
 - A/D Converter Frequencies
 - Be Able To Be Operated In PPB, PPM, Micrograms Per Cubic Meter, Or Milligrams Per Cubic Meter
 - Be Able To Be Operated In Any Range From 0-50 PPB To 0-20 PPM (standard) 0-100 PPM (Extended Range)
 - Be Able To Be Operated In Any Range From 0-100 To 0-30,000 Micrograms Per Cubic Meter.
 - Be Able To Be Operated In Any Range From 0-0.1 To 0-30.0 Milligrams Per Cubic Meter (standard); 0-150 Milligrams Per Cubic Meter (Extended Range)
 - Have The Capability Of Being Operated In Single Range, Dual Range, Or Auto Range Mode
 - Have The Capability Of Being Operated In Either The NO Or NOx Modes Manually
 - Update The NO, NO2, And NOx Values Every 10 Seconds In The Auto Mode
 - The Capability To Calibrate Each Selected Channel And Range Independently
 - Have An In-Line Cleanser After The Ozonator
 - The Capability To Use A Permeation Dryer Or Canister Of Desiccant Material For The Ozone Dry Air Feed
 - Have Available Response Times Of: 1, 2, And 5 Seconds In The Manual Modes Of Operation
 - Have six (6) Independent Analog Outputs For Any Of The Selected Ranges Of The Selected Mode (Example: Auto Mode: Output 1: NO=0-500 PPB 0-5 Volts, Output 2: NO2=0-750 PPB 0-1 Volts, Output 3: NOX=0-1000 PPB 0-10 Volts)
 - Be Able To Offset The Outputs Individually Via The Output Board
 - Have six (6) Current Outputs (Optional)
- The Instrument Shall:
 - Have The Capability To Generate An Electrical Zero, Electrical Full Scale, And Electronic Points Between For Use As A System Checkout, Calibration Of Recorders, And/Or Data Systems
 - Be Able To Generate An Input Signal To Be Used In Trouble Shooting
 - Be Linear In All Selectable (Standard) And Generated (Custom) Ranges
 - Have The Capability Of Turning The PMT Power Supply Or Ozone Generator Power Supply On Or Off Without Powering Down The Instrument For Tests Or Troubleshooting Through The Microprocessor
 - Have The Molybdenum Converter Designed So That The Converter Cartridge, Heater, And Thermocouple Are Housed In a Clam Shell Designed Assembly

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- Have The NO2 Converter Cartridge And Heater/Thermistor Assembly Designed To Allow For Easy Replacement Of Both Components Independently Of Any Other Component
- Communications Shall:
 - Have An Internal Data Logger With The Capability Of Storing A Minimum Of 18 days (LREC's) or 52 days of SREC's Worth Of NO, NO2, And NOx One
 - (1) Minute Averages Along With The Operational Data. Also All Concentrations And Operational Data Stored In An Operational Parameters Secondary File
 - Have A Windows Base Operational System Provided With Instrument Which Also Has DOS Commands Available
 - Have A Total Simulation Of Instrument Front Panel Operations Via The Windows Software
 - Have Software Configured To Work With All "i" Series Analyzers
 - Have Software Capable Of Operating Ninety-Nine (99) "i" Analyzers At Any One Selected Site
 - Have Software Addressable By Analyzer And User Selectable
 - Have Software Capable Of Dialing Modem For Connection
 - Be Able To Be Configured To Access Any Site Combinations With A Maximum Of Ninety-Nine (99) Analyzers
 - Have A Bidirectional RS-232 Or RS-485 Serial Interface And A Second Parallel RS232
- Range Selections Of:
 - With USEPA Approval With Any Range From 0-50 PPB To 0-1000 PPB (Example: 0-486 PPB)
 - Any Range From 0-50 PPB To 0-20 PPM (Example: 0-16 PPM) (standard) 0-100 PPM (Extended Range)
 - Any Range From 0-100 To 0-30,000 Micrograms Per Cubic Meter
 - Any Range From 0.1 To 0-30.0 Milligrams Per Cubic Meter(standard); 0-150 Milligrams Per Cubic Meter (Extended Range)
 - Each Selected Range Is To Be Able To Be Calibrated Independently.
- Time Constant Selections Of:
 - With USEPA Approval With Any Response Settings That Follows:
 - 10, 20, 30, 40, 60, 80, 90, 120, 180, 240, Or 300 Seconds (Are these other settings possible?)
 - 1, 2, And 5 Seconds In The Manual Mode For NO Or NOx (Not USEPA Approved)
- Zero Drift: +/- 0.40 PPB In 24 Hours
- Span Drift: +/- 1% Of Selected Full Scale
- Flow Rate: 0.6 - 0.8 Liters Per Minute Standard
- Response Time (0-95%):40 Seconds (10 Second Response)
- 80 Seconds (60 Second Response)
- 300 Seconds (300 Second Response)
- Lower Detectable Limit: 0.40 PPB (60 Second Response Setting)
- Noise: 0.20 PPB (60 Second Response Setting)
- Precision: +/- 0.40 (500 PPB Range)
- Linearity: +/- 1% Of Full Scale
- Power Consumption: 300 Watts
- Power Requirements With USEPA Approval:
 - 100 VAC @ 50/60 Hertz
 - 115 VAC @ 50/60 Hertz
 - 220-240 VAC @ 50/60 Hertz
- Operating Temperature*: 15 Degrees C To 35 Degrees C
 - *Instrument May Be Safely Operated Over The Range Of 5 - 45 DegreesC
- Analog Outputs: 6 voltage outputs; 0-100 mV, 1, 5, 10 V (User selectable), 5% of full-scale over/under range, 12 bit resolution, user selectable for measurement input

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- Digital Outputs: 1 power fail relay Form C, 10 digital relays Form A, user selectable alarm output, relay logic, 100 mA @ 200 VDC
- Digital Inputs: 16 digital inputs, user select programmable, TTL level, pulled high
- Serial Ports: 1 RS-232 or RS-485 with two connectors, baud rate 1200–115200, data bits, parity, and stop bits, protocols: C-Link, MODBUS, and streaming data (all user selectable)
- Six (6) Current Outputs and Eight (8) Analog Inputs (Optional)
- Ethernet Connection: RJ45 connector for 10Mbs Ethernet connection, static or dynamic TCP/IP addressing
- Communication Software: Windows Based Operational Software For Remote Operations And Diagnosis
- Weight: 55 LBS.
- Warranty Period: Complete Coverage Of All Items For One Year.

5. Contract Requirements.

- A. Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by user.
- B. This Price Agreement shall not be amended unless all parties agree in writing to the amendment.
- C. The Contractor shall not collect any additional fee from facilities for services provided under this Price Agreement.
- D. This Price Agreement may be terminated by either party upon written notice delivered to the other party at least thirty (30) days before the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform the data of termination. The provision is not exclusive and does not waive other legal rights and 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.

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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;
- 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. On the default of the Contractor, the Department may undertake to complete the work with its own forces, or may procure a completing contractor to finish the work. All costs and charges thereby incurred by the Department, together with the cost of completing the work under contract, will be deducted from funds which are due or may become due the defaulting contractor.

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.
- B. Acceptance. In accordance with section 13-1-158 NMSA 1978, the Procurement 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 Procurement Manager. In order to accept the deliverable, the Procurement Manager, 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 Procurement Manager, the Procurement Manager will notify the Contractor 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 Procurement 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.

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

The NMED shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Price 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 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.

11. Shipping Charges.

All orders shall be F.O.B. destination under this Price Agreement. Freight costs to be prepaid by the vendor and added as a separate item on the invoice.

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. The NMED and the State Purchasing Agent reserves the right to award specific Price Agreements to multiple prime contractors.

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13. 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.

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.

14. Invoicing documents and information.

Invoices shall include:

- Date
- Due Date
- Purchase Order Number
- Item Number
- Item Description
- Serial Number
- Quantity Shipped and Backordered
- Unit Prices
- Net Sales Amount
- Misc Charges (must be specific)
- Freight Charges
- Taxes
- Total Amount Due

Ship to Address:

NM Environment Department, Air Quality Bureau
1301 Siler Road Bldg B
Santa Fe, NM 87507

Contact Information:

Terry Hertel
505- 476-4316

15. Cost Proposal:

Interested bidders must submit fixed cost rates for each of the "Bid" items. These item quantities are to be purchased at an indefinite quantity at the discretion of New Mexico Environment Department. The quantities listed are for estimated purposes only and the NMED does not guarantee the stated amount or any amount will be purchased.

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001	9	EA.	Ozone Ambient Air Monitor		\$ _____
002	17	EA.	NOx Ambient Air Monitor		\$ _____

2 Items Total