

**INVITATION FOR BIDS
FOR
PARKING LOT PAVING
AT THE
NEW MEXICO STATE CAPITOL**



**LEGISLATIVE COUNCIL SERVICE
411 STATE CAPITOL
SANTA FE, NEW MEXICO 87501**

(505) 986-4575

Issue date: **April 11, 2016**

Project No. **16-17**

NOTICE

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

NOTICE OF INVITATION FOR BIDS (IFB)

Competitive sealed bids for the repaving of the east parking lots at the State Capitol will be received by the Legislative Council Service, Suite 411, State Capitol, Santa Fe, by 2:00 p.m., **April 21, 2016**. Copies of the IFB can be obtained at the Legislative Council Service, Room 411, State Capitol, Santa Fe, New Mexico 87501; telephone (505) 986-4600; or on the New Mexico Legislature's website at <http://www.nmlegis.gov>.

LCS Director:

Raúl E. Burciaga

Date: _____

[For LCS Use Only]

Newspaper: Albuquerque Journal	Publish:	P.O. No.	_____
Newspaper: Santa Fe New Mexican	Publish:	P.O. No.	_____

1. INTRODUCTION

The Legislative Council Service (LCS) invites bidders to submit bids in accordance with the outlines and specifications contained in this IFB. This IFB contains specific requests for information. In responding to this IFB, bidders are encouraged to provide any additional information they believe is relevant.

The purpose of this procurement is to select a Contractor to remove the existing asphalt in two parking lots of the State Capitol, along with a section of the access road, replace with new asphalt and restripe the parking lots. See Attachment A for specifications and additional requirements.

2. SEQUENCE OF EVENTS

<u>Event</u>	<u>Date</u>
A. Release of IFB	April 11, 2016
B. Tour of site (by appt.)	April 12 through April 20, 2016
C. Submission of Bids	April 21, 2016
D. Evaluation of Bids and Selection	April 21, 2016

The selection date is subject to extension at the discretion of the LCS. The effective date of the Contract is tentative; it is dependent on the selection date and the length of time for processing the Contract.

The events identified in the schedule above are briefly described below.

A. Release of IFB. This IFB will be advertised in two (2) newspapers of general circulation pursuant to Sections 13-1-104 and 13-1-113 NMSA 1978. Prospective bidders may request an IFB, via electronic mail or by phone or obtain the IFB on the New Mexico Legislature's website at <http://www.nmlegis.gov>. Any questions about the IFB are to be directed to Raphael "Drhett" Baca at the office of the Legislative Building Services (LBS), 211 State Capitol, Santa Fe, New Mexico 87501 or by telephone at (505) 986-4575 or by email at raphael.baca@nmlegis.gov.

B. Submission of Bids. One (1) sealed, signed copy of the Bid Form and supporting documentation shall be submitted to the LCS at Suite 411 in the State Capitol. Bids shall be in the format specified in Paragraph 5 of this IFB and signed by the authorized representative of the bidder. See Attachment B for "Bid Form".

The deadline for receipt of sealed bids by the LCS is 2:00 p.m., April 21, 2016. Bids will be time-stamped upon receipt.

All bids shall be submitted in sealed envelopes marked "**Bid for State Capitol Parking Lot Paving**".

Bids shall be addressed to:

Raúl E. Burciaga, Director
Legislative Council Service
411 State Capitol
Santa Fe, New Mexico 87501

C. Sealed Bids. A bid may be modified by a bidder prior to the deadline for submission of bids by delivery of a written modification to the above address. The sealed envelope shall be marked "**Modification to Bid for State Capitol Parking Lot Paving**" and list the name and address of the bidder.

A bid may be withdrawn prior to the deadline for submission of bids by delivering written notice or by telephone notification to LCS Director Raúl E. Burciaga, attention: Raphael "Drhett" Baca.

Any bid or modification received after the deadline for submission of bids will be considered late. Unless a late bid is the only one received, no late bid or late modification will be considered unless it would have been timely but for the action or inaction of the LCS. Time limits will not otherwise be waived.

Bids will be opened publicly at 2:00 p.m. on April 21, 2016 in Room 411, LCS Conference Room, of the State Capitol.

D. Evaluation of Bids. Bids will be evaluated by the LCS and LBS staff using the criteria listed in Paragraph 6 of this IFB. During the evaluation process, the LCS or LBS may seek clarification from bidders but will **NOT** negotiate with bidders.

E. Selection of Bidder. The Contractor selected to perform the work and those contractors not selected will be notified by the LCS. Selection does **NOT** constitute an obligation to contract with the successful bidder.

3. AMENDMENTS TO IFB

Amendments (addenda) to this IFB shall be in writing and shall be mailed electronically or by United States Postal Service to all individuals who received the IFB. Amendments shall be distributed with sufficient time to allow bidders to consider the amendments in preparing their bids. If necessary, the deadline for submission of bids will be extended by an amendment.

The written acknowledgment form mailed with the amendment shall be completed by the bidder and submitted with the bid as evidence of receipt of the amendment or shall be noted on the Bid Form.

4. CANCELLATION OF IFB — REJECTION OF BIDS

The LCS reserves the right to cancel this IFB at any time and for any reason.

Any bid may be rejected in whole or in part when it is in the interest of the LCS to do so. The LCS shall not be responsible for the payment of any costs incurred by the bidder in the preparation or submission of a bid.

The issuance of this IFB, the receipt of a bid or the selection of a bidder in no manner obligates the LCS to the eventual purchase of services. This process is solely at the discretion of the LCS and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. BID FORMAT

Bidders shall use the Bid Form (Attachment B) and include the following additional information in their bid:

A. Description and Manner in Performing the Work. The bidder shall provide a description of the equipment and process and methods that will be employed to provide the services described in the Scope of Work in Attachment A of this IFB.

B. Delivery of Service. The bidder shall state the anticipated delivery schedule for the work to be performed.

C. Related Experience and Qualifications. The bidder shall include in the bid prior experience and qualifications related to accomplishing the Scope of Work contained in Attachment A of this IFB; list at least three (3) contact names and phone numbers of prior clients, including government clients, if appropriate, that may be called for references; and note prior experience with buildings that are similar in size and scope of work to this project.

6. EVALUATION

The lowest responsible bidder whose bid is most advantageous to the LCS shall be selected to perform the services. A responsible bidder shall be able to perform all the services required in this IFB within the time parameters delineated in Attachment A of this IFB. The following factors shall be evaluated:

- resident business or resident manufacturer certification (used for bid award purposes only);
- price;
- factors noted in Paragraph 5 of this IFB; and
- ability to deliver the services in accordance with the needs of the LBS.

7. CONTRACT TERMS AND CONDITIONS

The Contract between the LCS and a successful bidder shall contain substantially the following terms and conditions. By submitting the Bid Form, the bidder agrees to these terms and conditions.

A. Scope of Work. This portion of the Contract will be drafted following the selection of an individual to perform the services. It will incorporate the Scope of Work in Attachment A of this IFB and the description of products and services from the bidder's bid.

B. Compensation. The total compensation shall not exceed the limit specified in the Contract plus applicable New Mexico gross receipts taxes for services provided for which the Contractor is liable. The lump-sum price shall be specified in the Contract.

C. Term. The Contract shall be effective on the date that the last of the parties to the Contract signs the Contract and will terminate as set forth in the Contract.

D. Termination. The Contract may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A party may not nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

E. Status of Contractor. The Contractor is an independent contractor performing services for the LCS and is not an employee of the State of New Mexico ("State"). The Contractor shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State by virtue of the Contract.

F. Assignment. The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the LCS. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of the Contract.

G. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the LCS.

H. Records and Audit. The Contractor shall maintain detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the LCS and the State Auditor. The LCS shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose the right of the LCS to recover excessive or illegal payments.

I. Release. The Contractor shall, upon final payment of the amount due under the Contract, release the LCS, its employees and the State from all liabilities, claims and obligations arising from or under the Contract.

J. Authority. The Contractor agrees not to purport to bind the State to any obligation not assumed in the Contract by the State, unless the Contractor has express written authority from the LCS to do so, and then only within the strict limits of that authority.

K. Conflict of Interest. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under the Contract. The Contractor shall

further warrant that the Contractor will not violate the provisions of Section 10-16-8 or 10-16-13 NMSA 1978 by entering into the Contract.

L. Amendment. The Contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.

M. Merger. The Contract shall incorporate all of the agreements, covenants and understandings between the parties concerning the subject matter. No prior agreement or understanding, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in the Contract.

N. Applicable Law. The Contract shall be governed by the laws of New Mexico.

O. Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made to the LCS by the New Mexico Legislature. If sufficient appropriations and authorization are not made by the New Mexico Legislature, the Contract shall, notwithstanding the provisions of any other section of the Contract, terminate immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision as to whether sufficient appropriations and authorization are made shall be accepted by the Contractor and shall be final.

P. Notice. The Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

Q. Equal Opportunity Compliance. The Contractor shall agree to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under the Contract. If the Contractor is found not to be in compliance with these requirements during the life of the Contract, the Contractor shall agree to take appropriate steps to correct these deficiencies.

R. Indemnity. The Contractor shall hold harmless and indemnify the State against any injury, loss or damage, including cost of defense, arising out of the negligent acts, errors or omissions of the Contractor.

S. Insurance. The Contractor shall purchase and maintain insurance for protection from claims that may arise out of the Contractor's operations under the Contract, including operations by the Contractor and subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. A certificate of insurance shall be filed with the LCS prior to commencement of the work. The limits of liability for the insurance required by this section shall provide coverage for not less than the following amount or greater if required by law:

<u>Type of Coverage Required</u>	<u>Minimum Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	One million dollars (\$1,000,000)
3. Comprehensive General Liability	Bodily Injury: one million dollars (\$1,000,000) per person/one million dollars (\$1,000,000) per occurrence and Property Damage; or combined single limit coverage of one million dollars (\$1,000,000) per occurrence.

T. Minimum State Wage Rate Determination. If the bid is over sixty thousand dollars (\$60,000), the Contractor will be required to pay the state minimum wage rates pursuant to Sections 13-4-10 through 13-4-17 NMSA 1978.

U. Performance and Payment Bonds. The Contractor shall deliver to the LCS a performance bond and a payment bond upon execution of the Contract in accordance with Subsection A of Section 13-4-18 NMSA 1978.

Attachment A

SCOPE OF WORK — Parking Lot Paving Project at the State Capitol

Work will consist of replacing the asphalt paving of the southeast visitor parking lot and northeast assigned parking lot and approximately one hundred seventy (170) feet of driveway on the north side of the State Capitol between the guardhouse to just past the northeast parking lot entrance. All work shall be done in conformance with New Mexico Department of Transportation specifications. The work should be scheduled so that one (1) parking lot is in service while work is being performed on the other parking lot. Prospective contractors may contact Legislative Building Services at (505) 986-4575 to schedule an on-site tour of the work area.

The Contractor shall:

- 1) remove existing asphalt and haul to an approved site for recycling;
- 2) stockpile existing base course;
- 3) scarify and compact sub-grade;
- 4) remove any intrusive roots;
- 5) replace and compact the base course to six (6) inches;
- 6) re-pave with three (3) inches of new compacted asphalt;
- 7) include compaction and testing;
- 8) match existing slope drainage;
- 9) re-stripe parking lots to match existing pattern; and
- 10) complete work by June 30, 2016.

Attachment B

BID FORM

Project: State Capitol Parking Lot Paving

Bidder:

This Bid is submitted to:
Legislative Council Service
Suite 411, State Capitol
Santa Fe, NM 87501
Attn: Raúl E. Burciaga, Director

1.0 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Legislative Council Service (LCS) in the general form included in the bidding documents to perform and furnish all work as specified or indicated in the Invitation for Bids for the contract price and within the contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2.0 The Bidder accepts all of the terms and conditions of the Invitation for Bids and other Bidding Documents. This Bid will remain subject to acceptance for thirty (30) days after the day of bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with any other documents required by the LCS or Legislative Building Services.

3.0 In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____ Dated _____ No. _____ Dated _____

B. The Bidder is familiar with the nature and extent of the Bidding Documents, work, site, locality and all local conditions, laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

C. The Bidder has correlated the results of on-site observations, examinations, investigations, explorations, etc., with the terms and conditions of the Bidding Documents.

D. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for the Bidder any advantage over any other bidder or over the LCS.

E. The Bidder will complete the work for the following price, which does not include gross receipts tax.

4.0 Bids shall be presented in the form of a total Base Bid under a lump-sum contract less gross receipts tax:

LUMP-SUM PRICE — Base Bid (please use typewriter or print legibly and use words):

_____ (\$ _____)

5.0 The Bidder agrees that:

A. The work to be performed under this Contract shall be commenced on the first weekend after the date of written Notice to Proceed, and Substantial Completion shall be achieved not later than sixty (60) calendar days after the date of written Notice to Proceed, except as hereafter extended by a valid written Change Order by the LCS.

B. The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (*except gross receipts tax*), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

C. The LCS reserves the right to reject any or all bids and to waive any technical irregularities in the bidding.

Bidder:

By: _____ Date: _____
(Authorized Signature)

Doing Business As _____

Business Address: _____

Telephone: (___) _____ Fax: (___) _____ Email: _____

BIDDER MUST FILL IN THE FOLLOWING (If none, write none.)			
NM License No.		Resident Business Preference No.	