Invitation to Bid - Statewide Price Agreement

ITB Number: 70-00000-26-00008 ITB Title: Installation and Service of Water Systems

Bid Responses Due:
Date: **October 27, 2026** Time: **2:00pm** ***Late submission of Bids Cannot be Accepted.***

If you have questions regarding this ITB please contact: Danette Medrano, Procurement Specialist
Telephone No.: **(505) 690-3578** Email: **Danette.Medrano@gsd.nm.gov**

Commodity Code(s): **02049, 72084, 72090, 96296, 96792**

Formal Sealed Bid Opening, to occur immediately following the due date and time. See Page 2 for link

Formal, sealed Bid Opening in person at the following location:
State Purchasing Division
1100 St. Francis Drive, 2nd Floor, Room 2004, Santa Fe New Mexico

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact State Purchasing (505) 827-0472 at least five (5) working days prior to the scheduled bid opening.

Bidder MUST complete as applicable and sign the following in order for Bid to be valid (type or print clearly):

NM Vendor ID# (if applicable):_____ Remit Address: _____
Company Name: _____ _____
DBA (if applicable): _____ _____
Sales Email: _____ Sales Phone No.: _____
NM Tax Payer Identification Number:_____ Federal Tax ID#: _____

Payment terms: Net 30
F.O.B. Destination *(unless otherwise indicated in the specifications)*
Delivery: As stated in specifications

Bids may be submitted electronically through eProNM at the following site:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico or may 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.
Please see Bid Submission Instructions on page 2.

Bids are subject to the "Terms and Conditions," shown on the attached pages of this document, and any additional bidding instructions or requirements. **The Terms and Conditions shall not be modified or supplemented.**
NOTE: if you decide not to bid, do not return this document.

A business eligible for a New Mexico/Native American Resident Preference (Preference) must obtain a Preference certificate from the NM Taxation & Revenue Department. In order for the appropriate Preference to be applied to this solicitation, the expenditure for this solicitation cannot involve federal funds, and Bidder must submit a copy of its Preference certificate along with its response to the solicitation. Applicable Preferences will be applied to monetary values only, in accordance with §13-1-21 NMSA 1978, not percentage discounts or other non-monetary values. Additionally, only one submitted Preference will be applied per solicitation, not multiple. Applications are available for download at: http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx

Technical Online Bidding Questions:
(505) 795-1894 or (800) 233-1121 or you can contact the Procurement Specialist.

Bidder Instructions for Invitation to Bid (ITB)

Viewing ITB:

1. Bidders can access active procurements at the following sites:
   - https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx
   - https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico
2. Complete bid documents as required by the ITB Specifications, and submit any required documentation, supporting materials, certificates, etc. in addition to the bid documents.

Submitting Bids:

Complete bid documents as required by the ITB Specifications, and submit any required documentation, supporting materials, certificates, etc. in addition to the bid documents.

- Electronic submissions through eProNM at the following site: https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico
- Bids will be time-stamped in the system when Bidder clicks "OK" after "Review and Submit." Such electronic submissions will be considered sealed bids in accordance with statute.
- If an amendment is processed after bid is submitted, Bidders must resubmit their bid in order for it to be considered fully submitted. Note: It is the responsibility of the Bidder to ensure bids are correct and accurate before submission. By bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your bid corresponds with any amendments.

It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via the ePro system by the deadline set forth in this ITB. The ePro system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Bidder, ***allow adequate time for large uploads and to fully complete your submittal by the deadline****. A submission that is not both: (1) fully complete; and (2) received, via the ePro system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the ePro system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule,* ***NO LATE BID CAN BE ACCEPTED****.*

Bid Opening:

Sealed bids will be publicly opened online via Microsoft Teams. Bids are subject to the "Terms and Conditions," shown on the subsequent pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this ITB document.

Please join Bid Opening from your computer, tablet or smartphone: https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2IyZTlhMjEtYWZlYS00Nzc4LThjOWQtMGI3MWQxMWNlMzhk%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%2251de2250-9e0b-4237-b5ee-d3e9e1e586fc%22%7d
Meeting ID: 210 089 867 732

Passcode: 4W2kXN
Download Teams | Join on the web
Or call in (audio only)

+1 505-312-4308,,45609571# United States, Albuquerque
Phone Conference ID: 456 095 71#

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 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 Contractor, 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 Contractor from the obligations and liabilities under this order.

b. Contractor 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.

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 Contractor'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 Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor 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. **Contractor 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 Contractor'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 Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor'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 Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor 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 Contractor, 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 Contractor 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 Contractor 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:** Contractor 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 13-1-199 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. **Items:** 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. **Submission of Bid:** Bids may be submitted electronically through eProNM at the following site: https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico or may 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 bid 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. **Subcontracts:** 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

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. Financial interest is defined as:

A. holding a position in a business as officer, director, trustee or partner or holding any position in management; or

B. ownership of more than five percent interest in a business.

____ No financial interest ____ Yes financial interest

If yes, specify the employee's name: _____and financial interest: _____

Bid tabulations will be posted to our website approximately two (2) weeks after bid opening date. To access go to https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx, and filter by Bid Tab.

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 her/him from submitting a bid on this ITB, it is requested that her/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 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 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 State Purchasing (505) 827-0472 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 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 agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico 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 of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://www.bewellnm.com/

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, 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 Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law 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 as 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 the New Mexico State Purchasing Agent, his/her designee 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.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the 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 following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the 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 page1. If contractor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

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 in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED

Specifications:

Establish a Statewide Price Agreement for installation and service of water wells and water capture systems at various locations across the State. Due to the large geographic size of the state and our numerous service locations, the Department is seeking to award multiple vendors.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) 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 Price Agreement shall not exceed three (3) years.

Work may include, but is not limited to, installation, diagnostics, electrical, removals, repairs, parts and supplies, maintenance, and upgrades. The installation and service work will apply to various assortments of irrigation wells, domestic wells, windmills, solar wells, and water capture systems, including:

- Irrigation wells may include casings, lift stations, pumping systems, electrical and fuel-driven pumps and components, flow meters, connected water movement and storage components, and related components. Casings and discharge sizes of irrigation wells will be four (4) inches and above.

- Domestic wells may include casings, lift stations, pumping systems, electrical and fuel-driven pumps and components, pressure tanks and meters, connected water movement and storage components, and related components. Casings and discharge sizes of domestic wells will be below four (4) inches.

- Windmills may include casings, pumping systems, windmill heads, windmill towers and structures, connected water movement and storage components, and related components.

- Solar wells may include casings, pumping systems, solar panels, electrical pumps and electrical components, connected water movement and storage components, and related components. Includes replacement of windmill systems with equivalent solar pump systems.

- Water capture systems may include guzzlers, trick tanks, drinkers, catchments, floats and valves, connected water movement and storage components, and related components.

- Drilling is not included.

The State Purchasing Zone Map (Exhibit A) has been divided into the four (4) quadrants of the state.

NW Quadrant: Zones 1, 2, 4, and 5

NE Quadrant: Zones 3 and 6

SW Quadrant: Zones 8, 11, and 12

SE Quadrant: Zones 7, 9, and 10

This enables establishment of pricing guidelines for the vendors and the Agency in procuring services at best obtainable price. All bidders can bid on all zones or on individual zones. Hourly rates should be all inclusive.

Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. If the job requires more than one (l) visit Contractors must have justification and prior approval from the using Agency. Mileage will be based by google.com/maps in addition to NMDOT Milage chart and odometer readings. Vendors must furnish the Agency with copies of all price lists upon request.

Escalation / Reduction Clause:

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted. No*** price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. 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. To facilitate prompt consideration, all requests for price increase must include all information listed below:

Insurance Requirements

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars ($500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

Bonding:
A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the

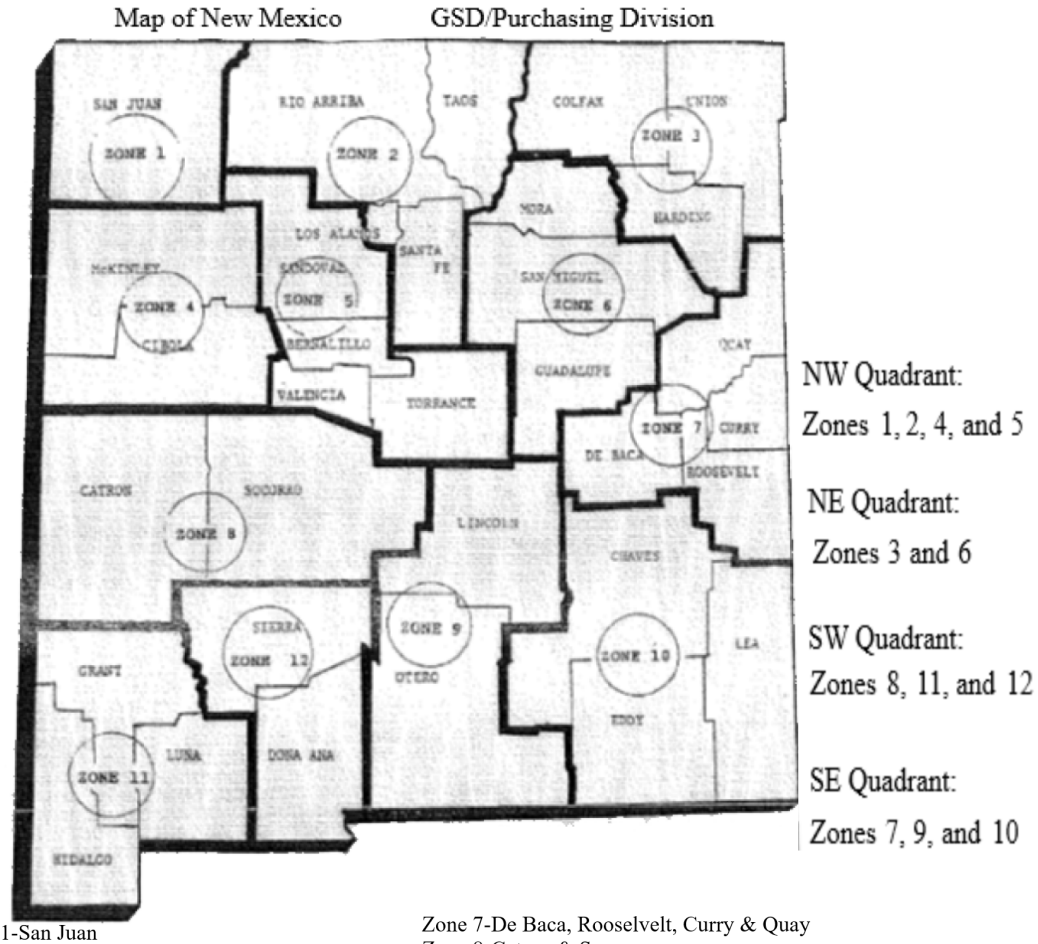
requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded Contractor(s).

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.

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID). The CID will issue permits for work performed at state-owned buildings.

Exhibit A: The State Purchasing Zone Map



Zone 1-San Juan
Zone 2-Rio Arriba, Taos, Los Alamos & Santa Fe
Zone 3-Colfax, Harding & Union
Zone 4-McKinley & Cibola
Zone 5-Sandoval, Bernalillo, Valencia & Torrence
Zone 6-Mora, San Miguel & Guadalupe
Zone 7-De Baca, Rooselvelt, Curry & Quay
Zone 8-Catron & Socorro
Zone 9-Otero & Lincoln
Zone 10-Eddy, Chavez &Lea
Zone 11-Grant, Hidalgo & Luna
Zone 12-Sierra & Dona Ana

Minimum Requirements:

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

Contractor shall provide the following information:

Contractor's New Mexico license no.: _____

Contractor's classification no.: _____

State tax identification no.: _____

Public Works Registration Number*: _____

*Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions if applicable.

When submitting a bid for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. The using agency may reject any bid that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed by this Contractor. Failure to respond to the State's requests may be grounds for termination of this Price Agreement.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting State Agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the State.

The using agency reserves the right to purchase materials directly from existing Statewide Price Agreement sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

Lower Tier Certification

By signing this Bid, the bidding contractor certifies in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, that they have read the instructions for certification written by the U.S. Department of the Interior (Form D1-1954-9/88) and certify to the following: (1)

Neither the bidding contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal debarment or agency, (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this Bid.

Awarded supplier must be registered under the Federal System of Award Management (SAMS) https://www.sam.gov For more information click the 'ABOUT' tab.

Federal System of Award Management (SAMS) DUNS #:_____

Preferences

The Resident Business Preference and Resident Veteran Business Preference do not apply for this procurement, as Federal funds may be utilized.

Items' Submission Instructions:

Submission process only - Contact the help line directly at: (505) 795-1894, (505) 670-1561, (505) 469-1092, (505) 469-2248 or (800) 233-1121, or you can contact the buyer listed on the ITB (this document) front page.

Items are located in the eProcurement System:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico

Online Submission for Items:

1. Bidders are required to download the ITB PDF or Excel Items Spreadsheet from the Buyer Attachments' page;
2. Bidders are required to enter bid prices into the ITB PDF or Excel spreadsheet.
3. Upload the completed ITB PDF or Excel spreadsheet into the Supplier Attachments' page.

W9 Submission:

All vendors ***must*** submit a valid, signed W-9 Form with their bid submission. The form may be either:

- The official Federal IRS Form W-9, or
- A substitute W-9 Form provided by the State of New Mexico, provided it contains all required information and certifications.

The form must be signed and dated within the current calendar year. The signature must be a wet (handwritten) signature, or a digitally verified signature utilizing a secure, third-party electronic signature platform (e.g., DocuSign), accompanied by a verifiable signature receipt.

If State Purchasing finds that the W9 form needs correction or clarification, the vendor will have three (3) business days to correct the error and/or provide clarification. If State Purchasing does not receive the correct form within three (3) business days, the bidder will be disqualified.

Reminder: The State Purchasing Zone Map (Exhibit A) has been divided into the four (4) quadrants of the state.

NW Quadrant: Zones 1, 2, 4, and 5

NE Quadrant: Zones 3 and 6

SW Quadrant: Zones 8, 11, and 12

SE Quadrant: Zones 7, 9, and 10

Items:

Item	Approx. Qty.	UOM	Article and Description	Unit
1	1	**Hour**	Irrigation Water Wells - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)	Price
2	1	**Hour**	Irrigation Water Wells - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)	$
3	1	**Hour**	Irrigation Water Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
4	1	**Hour**	Irrigation Water Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
5	1	**Hour**	Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NW Area	$
6	1	**Hour**	Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NE Area	$
7	1	**Hour**	Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SW Area	$
8	1	**Hour**	Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SE Area	$
9	1	**Hour**	Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) NW Area	$
10	1	**Hour**	Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) NE Area	$
11	1	**Hour**	Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) SW Area	$
12	1	**Hour**	Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) SE Area	$
13	1	**Mile**	Irrigation Water Wells: Mileage Rate NW Area	$
14	1	**Mile**	Irrigation Water Wells: Mileage Rate NE Area	$
15	1	**Mile**	Irrigation Water Wells: Mileage Rate SW Area	$
16	1	**Mile**	Irrigation Water Wells: Mileage Rate SE Area	$
17	1	**%**	Irrigation Water Wells: % Discount on Parts NW Area	$
18	1	**%**	Irrigation Water Wells: % Discount on Parts NE Area	%
19	1	**%**	Irrigation Water Wells: % Discount on Parts SW Area	%
20	1	**%**	Irrigation Water Wells: % Discount on Parts SE Area	%
21	1	**Hour**	Domestic Water Wells - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)	%
22	1	**Hour**	Domestic Water Wells - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)	$
23	1	**Hour**	Domestic Water Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
24	1	**Hour**	Domestic Water Wells - Hourly Labor – Hourly Rate - SE Area (Shop Repairs Only)	$
25	1	**Hour**	Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NW Area	$

Item	Approx. Qty.	UOM	Article and Description	Unit
26	1	**Hour**	Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NE Area	$
27	1	**Hour**	Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SW Area	$
28	1	**Hour**	Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SE Area	$
29	1	**Hour**	Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) NW Area	$
30	1	**Hour**	Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) NE Area	$
31	1	**Hour**	Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) SW Area	$
32	1	**Hour**	Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) SE Area	$
33	1	**Mile**	Domestic Water Wells: Mileage Rate NW Area	$
34	1	**Mile**	Domestic Water Wells: Mileage Rate NE Area	$
35	1	**Mile**	Domestic Water Wells: Mileage Rate SW Area	$
36	1	**Mile**	Domestic Water Wells: Mileage Rate SE Area	$
37	1	**%**	Domestic Water Wells: % Discount on Parts NW Area	$
38	1	**%**	Domestic Water Wells: % Discount on Parts NE Area	%
39	1	**%**	Domestic Water Wells: % Discount on Parts SW Area	%
40	1	**%**	Domestic Water Wells: % Discount on Parts SE Area	%
41	1	**Hour**	Windmills - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)	%
42	1	**Hour**	Windmills - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)	$
43	1	**Hour**	Windmills - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
44	1	**Hour**	Windmills - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
45	1	**Hour**	Windmills - Hourly Rate - Supervisor (Field Repairs Only) - NW Area	$
46	1	**Hour**	Windmills - Hourly Rate - Supervisor (Field Repairs Only) - NE Area	$
47	1	**Hour**	Windmills - Hourly Rate - Supervisor (Field Repairs Only) - SW Area	$
48	1	**Hour**	Windmills - Hourly Rate - Supervisor (Field Repairs Only) - SE Area	$
49	1	**Hour**	Windmills - Hourly Rate - Laborer (Field Repairs Only) NW Area	$
50	1	**Hour**	Windmills - Hourly Rate - Laborer (Field Repairs Only) NE Area	$
51	1	**Hour**	Windmills - Hourly Rate - Laborer (Field Repairs Only) SW Area	$
52	1	**Hour**	Windmills - Hourly Rate - Laborer (Field Repairs Only) SE Area	$
53	1	**Mile**	Windmills: Mileage Rate NW Area	$
54	1	**Mile**	Windmills: Mileage Rate NE Area	$
55	1	**Mile**	Windmills: Mileage Rate SW Area	$

Item	Approx. Qty.	UOM	Article and Description	Unit
56	1	**Mile**	Windmills: Mileage Rate SE Area	$
57	1	**%**	Windmills: % Discount on Parts NW Area	$
58	1	**%**	Windmills: % Discount on Parts NE Area	%
59	1	**%**	Windmills: % Discount on Parts SW Area	%
60	1	**%**	Windmills: % Discount on Parts SE Area	%
61	1	**Hour**	Solar Wells - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)	%
62	1	**Hour**	Solar Wells - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)	$
63	1	**Hour**	Solar Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
64	1	**Hour**	Solar Wells - Hourly Labor – Hourly Rate - SE Area (Shop Repairs Only)	$
65	1	**Hour**	Solar Wells- Hourly Rate - Supervisor (Field Repairs Only) - NW Area	$
66	1	**Hour**	Solar Wells - Hourly Rate - Supervisor (Field Repairs Only) - NE Area	$
67	1	**Hour**	Solar Wells- Hourly Rate - Supervisor (Field Repairs Only) - SW Area	$
68	1	**Hour**	Solar Wells- Hourly Rate - Supervisor (Field Repairs Only) - SE Area	$
69	1	**Hour**	Solar Wells - Hourly Rate - Laborer (Field Repairs Only) NW Area	$
70	1	**Hour**	Solar Wells- Hourly Rate - Laborer (Field Repairs Only) NE Area	$
71	1	**Hour**	Solar Wells- Hourly Rate - Laborer (Field Repairs Only) SW Area	$
72	1	**Hour**	Solar Wells - Hourly Rate - Laborer (Field Repairs Only) SE Area	$
73	1	**Mile**	Solar Wells: Mileage Rate NW Area	$
74	1	**Mile**	Solar Wells: Mileage Rate NE Area	$
75	1	**Mile**	Solar Wells: Mileage Rate SW Area	$
76	1	**Mile**	Solar Wells: Mileage Rate SE Area	$
77	1	**%**	Solar Wells: % Discount on Parts NW Area	$
78	1	**%**	Solar Wells: % Discount on Parts NE Area	%
79	1	**%**	Solar Wells: % Discount on Parts SW Area	%
80	1	**%**	Solar Wells: % Discount on Parts SE Area	%
81	1	**Hour**	Irrigation Water Wells - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)	%
82	1	**Hour**	Irrigation Water Wells - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)	$
83	1	**Hour**	Irrigation Water Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
84	1	**Hour**	Irrigation Water Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
85	1	**Hour**	Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NW Area	$
86	1	**Hour**	Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NE Area	$

Item	Approx. Qty.	UOM	Article and Description	Unit
87	1	**Hour**	Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SW Area	$
88	1	**Hour**	Irrigation Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SE Area	$
89	1	**Hour**	Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) NW Area	$
90	1	**Hour**	Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) NE Area	$
91	1	**Hour**	Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) SW Area	$
92	1	**Hour**	Irrigation Water Wells - Hourly Rate - Laborer (Field Repairs Only) SE Area	$
93	1	**Mile**	Irrigation Water Wells: Mileage Rate NW Area	$
94	1	**Mile**	Irrigation Water Wells: Mileage Rate NE Area	$
95	1	**Mile**	Irrigation Water Wells: Mileage Rate SW Area	$
96	1	**Mile**	Irrigation Water Wells: Mileage Rate SE Area	$
97	1	**%**	Irrigation Water Wells: % Discount on Parts NW Area	$
98	1	**%**	Irrigation Water Wells: % Discount on Parts NE Area	%
99	1	**%**	Irrigation Water Wells: % Discount on Parts SW Area	%
100	1	**%**	Irrigation Water Wells: % Discount on Parts SE Area	%
101	1	**Hour**	Domestic Water Wells - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)	%
102	1	**Hour**	Domestic Water Wells - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)	$
103	1	**Hour**	Domestic Water Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
104	1	**Hour**	Domestic Water Wells - Hourly Labor – Hourly Rate - SE Area (Shop Repairs Only)	$
105	1	**Hour**	Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NW Area	$
106	1	**Hour**	Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - NE Area	$
107	1	**Hour**	Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SW Area	$
108	1	**Hour**	Domestic Water Wells - Hourly Rate - Supervisor (Field Repairs Only) - SE Area	$
109	1	**Hour**	Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) NW Area	$
110	1	**Hour**	Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) NE Area	$
111	1	**Hour**	Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) SW Area	$
112	1	**Hour**	Domestic Water Wells - Hourly Rate - Laborer (Field Repairs Only) SE Area	$
113	1	**Mile**	Domestic Water Wells: Mileage Rate NW Area	$
114	1	**Mile**	Domestic Water Wells: Mileage Rate NE Area	$

Item	Approx. Qty.	UOM	Article and Description	Unit
115	1	**Mile**	Domestic Water Wells: Mileage Rate SW Area	$
116	1	**Mile**	Domestic Water Wells: Mileage Rate SE Area	$
117	1	**%**	Domestic Water Wells: % Discount on Parts NW Area	$
118	1	**%**	Domestic Water Wells: % Discount on Parts NE Area	%
119	1	**%**	Domestic Water Wells: % Discount on Parts SW Area	%
120	1	**%**	Domestic Water Wells: % Discount on Parts SE Area	%
121	1	**Hour**	Windmills - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)	%
122	1	**Hour**	Windmills - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)	$
123	1	**Hour**	Windmills - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
124	1	**Hour**	Windmills - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
125	1	**Hour**	Windmills - Hourly Rate - Supervisor (Field Repairs Only) - NW Area	$
126	1	**Hour**	Windmills - Hourly Rate - Supervisor (Field Repairs Only) - NE Area	$
127	1	**Hour**	Windmills - Hourly Rate - Supervisor (Field Repairs Only) - SW Area	$
128	1	**Hour**	Windmills - Hourly Rate - Supervisor (Field Repairs Only) - SE Area	$
129	1	**Hour**	Windmills - Hourly Rate - Laborer (Field Repairs Only) NW Area	$
130	1	**Hour**	Windmills - Hourly Rate - Laborer (Field Repairs Only) NE Area	$
131	1	**Hour**	Windmills - Hourly Rate - Laborer (Field Repairs Only) SW Area	$
132	1	**Hour**	Windmills - Hourly Rate - Laborer (Field Repairs Only) SE Area	$
133	1	**Mile**	Windmills: Mileage Rate NW Area	$
134	1	**Mile**	Windmills: Mileage Rate NE Area	$
135	1	**Mile**	Windmills: Mileage Rate SW Area	$
136	1	**Mile**	Windmills: Mileage Rate SE Area	$
137	1	**%**	Windmills: % Discount on Parts NW Area	$
138	1	**%**	Windmills: % Discount on Parts NE Area	%
139	1	**%**	Windmills: % Discount on Parts SW Area	%
140	1	**%**	Windmills: % Discount on Parts SE Area	%
141	1	**Hour**	Solar Wells - Hourly Labor – Hourly Rate - NW Area (Shop Repairs Only)	%
142	1	**Hour**	Solar Wells - Hourly Labor – Hourly Rate - NE Area (Shop Repairs Only)	$
143	1	**Hour**	Solar Wells - Hourly Labor – Hourly Rate - SW Area (Shop Repairs Only)	$
144	1	**Hour**	Solar Wells - Hourly Labor – Hourly Rate - SE Area (Shop Repairs Only)	$
145	1	**Hour**	Solar Wells- Hourly Rate - Supervisor (Field Repairs Only) - NW Area	$

Item	Approx. Qty.	UOM	Article and Description	Unit
146	1	**Hour**	Solar Wells - Hourly Rate - Supervisor (Field Repairs Only) - NE Area	$
147	1	**Hour**	Solar Wells- Hourly Rate - Supervisor (Field Repairs Only) - SW Area	$
148	1	**Hour**	Solar Wells- Hourly Rate - Supervisor (Field Repairs Only) - SE Area	$
149	1	**Hour**	Solar Wells - Hourly Rate - Laborer (Field Repairs Only) NW Area	$
150	1	**Hour**	Solar Wells- Hourly Rate - Laborer (Field Repairs Only) NE Area	$
151	1	**Hour**	Solar Wells- Hourly Rate - Laborer (Field Repairs Only) SW Area	$
152	1	**Hour**	Solar Wells - Hourly Rate - Laborer (Field Repairs Only) SE Area	$
153	1	**Mile**	Solar Wells: Mileage Rate NW Area	$
154	1	**Mile**	Solar Wells: Mileage Rate NE Area	$
155	1	**Mile**	Solar Wells: Mileage Rate SW Area	$
156	1	**Mile**	Solar Wells: Mileage Rate SE Area	$
157	1	**%**	Solar Wells: % Discount on Parts NW Area	$
158	1	**%**	Solar Wells: % Discount on Parts NE Area	%
159	1	**%**	Solar Wells: % Discount on Parts SW Area	%
160	1	**%**	Solar Wells: % Discount on Parts SE Area	%

***** 160 Items Total *****

NOTE TO BIDDERS:
All bids must be made completely independent of all other bids submitted. Where multiple bids are submitted by bidding entities owned by the same person or persons, those bids will be presumed to not be made independently of one another, and may be disqualified.

It is the Bidders' responsibility to ensure all documents are completely uploaded and submitted electronically via the eProNM system by the deadline set forth in this ITB. The eProNM system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Bidder, ***allow adequate time for large uploads and to fully complete your submittal by the deadline****. A submission that is not both: (1) fully complete; and (2) received, via the eProNM system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the eProNM system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule,* ***NO LATE BID CAN BE ACCEPTED****.*