

# VILLAGE OF LOS LUNAS

## INVITATION FOR BIDS: ELECTRICAL SERVICES

### Description of work to be completed:

Provide professional electrical repair services on an as needed basis in accordance with Village specifications at the following facilities and grounds:

|                                 |                           |
|---------------------------------|---------------------------|
| DF Youth Center & Gym           | Daniel Fernandez Park     |
| Fire Department                 | Heritage Park             |
| Municipal Court                 | Los Lunas Sports Plex     |
| Museum of Heritage & Arts       | River Park                |
| Park Maintenance Office         | Buena Vista Park          |
| Police Department               | Enchantment Little League |
| Public Library                  | Los Cerritos Park         |
| Senior Center                   | San Antonio Park          |
| Transportation Building         | Main Street Park          |
| Water Department Office         | Artistic Park             |
| Wastewater Treatment Facility   | Chester Skinner Park      |
| Wellness Center                 | Artiaga Park              |
| Village Administrative Building | Neighborhood Park         |
| Visitor Center                  | Valley View Park          |
| Street Department Building      | Villa De La Rosa Park     |
| Vehicle Maintenance Shop/Office | Helen Court               |
| Traffic & Street Lights         |                           |

Date & time bids are due and directed to:

Jason Duran, Community Services Director  
Village of Los Lunas  
PO Box 1209  
Los Lunas NM 87031  
Phone:(505) 352-7663  
Email: duranj@loslunasnm.gov

To be considered, bids MUST be received by

Date: Thursday, April 27th, 2017 at 2:00pm

A copy of the "Electrical Services Specifications" can be acquired at the Village of Los Lunas Administration Building, 660 Main Street, Los Lunas, New Mexico 87031, between the hours of 8 a.m. and 5 p.m. Monday thru Friday.

Publish in legal section:  
Thursday, April 6, 2017  
Thursday, April 13, 2017  
Thursday, April 20, 2017

## **VILLAGE OF LOS LUNAS ELECTRICAL SERVICES SPECIFICATIONS**

This Invitation for Bids (IFB) is intended to solicit bids on an hourly unit cost for labor and a cost formula for supplies and materials for electrical services to Village owned facilities and grounds.

The successful bidder must be an electrical contractor certified by the State of New Mexico and able to perform electrical services for all Village departments.

### **Scope of Work**

Contractor shall provide professional electrical repair services on an as needed basis in accordance with departmental specifications. Work under this contract shall include the requirement for the successful bidder to supply all labor, equipment and tools associated with the electrical trades and to obtain necessary materials and other incidental items as may be required for the maintenance of existing electrical or installation of new electrical systems in Village facilities or grounds.

These items of work are only those types of jobs that are routinely encountered in the maintenance of buildings, facilities and grounds owned by the Village. Contractor shall provide written repair estimates for all repairs or emergency repairs as may be required. Estimates shall be based on time and material charges. Contractor must inform the Village of the repair estimate and obtain authorization to proceed.

The Village reserves the right to obtain competitive bids or otherwise award contracts for specific projects. However, the Village may award such projects to the contractor in accordance with the terms of the contract.

### **Multiple Awards**

The Village reserves the right to make multiple awards. In the event that multiple awards are made, the lowest responsive bidder will be awarded a primary contract. "Secondary" contracts may be awarded based on the pricing order of responsive bids. Multiple awards may be made in order to insure timeliness of response to the Village's needs. Secondary contracts will be used only when the primary contractor can not respond in a timely manner.

### **Guarantees of Work**

The Village makes no guarantees to the contractor about the amount of work which shall be available under this contract.

### **Permits**

The contractor will be required to obtain any and all electrical permits and/or licences, which may be required to facilitate the requirements of the contract.

The removal or disposal of all materials (light fixtures/lamps, electrical panels, etc.) is the sole responsibility of the contractor. Any materials removed that are in working condition shall be returned to Village, otherwise disposed of properly.

**Facilities & Grounds**

Below is a list of facilities and grounds which the contractor shall be responsible for providing electrical services to.

| <b>Facility/Ground</b>             | <b>Description of Essential Duties</b><br>*(Duties may include but are not limited to the following)*   |
|------------------------------------|---|
| Daniel Fernandez Recreation Center | Installs, adjusts, repairs, replaces, troubleshoots electrical panels, conduits, gym lighting, plugs, switches, electric lights, motors, heaters, communication materials, lighting timers, internal/external wiring of electric equipment etc. |
| Fire Department                    | Installs, adjusts, repairs, replaces, troubleshoots electrical panels, conduits, shop lighting, plugs, switches, electric lights, motors, heaters, communication cable, internal/external wiring of electric equipment etc.                     |
| Police Department                  | Installs, adjusts, repairs, replaces troubleshoots electrical panels, conduits, shop lighting, plugs, switches, electric lights, motors, heaters, communication cable, generators, internal/external wiring of electric equipment etc.          |
| Transportation Building            | Installs, adjusts, repairs, replaces troubleshoots electrical panels, conduits, plugs, switches, electric lights, motors, heaters, communication cable, internal/external wiring of electric equipment etc.                                     |
| Wastewater Treatment Facility      | Installs, adjusts, repairs, replaces troubleshoots electrical panels, conduits, shop lighting, plugs, switches, electric lights, motors, heaters, communication cable, internal/external wiring of electric equipment etc.                      |
| Visitor Center                     | Installs, adjusts, repairs, replaces troubleshoots electrical panels, conduits, plugs, switches, electric lights, motors, heaters, communication cable, internal/external wiring of electric equipment etc.                                     |
| Street Department Shop/Office      | Installs, adjusts, repairs, replaces troubleshoots electrical panels, conduits, shop lighting, plugs, switches, electric lights, motors, heaters, communication cable, internal/external wiring of electric equipment etc.                      |
| Vehicle Maintenance Shop/Office    | Installs, adjusts, repairs, replaces troubleshoots electrical panels, conduits, shop lighting, plugs, switches, electric lights, motors, heaters, communication cable, generators, internal/external wiring of electric equipment etc.          |

|  |   |
|--|---|
| Traffic and Street Lights  | Installs, adjusts, repairs, replaces, troubleshoots electrical panels, conduits, plugs, switches, electric lights, LED(Light Emitting Diode) lighting internal/external wiring of electric equipment etc.   |
| Municipal Court, Museum of Heritage & Arts, Park Maintenance Office, Public Library, Senior Center, Water Department Office, Wellness Center, Administration   | Installs, adjusts repairs or replaces electrical panels, conduits, plugs, switches, electric lights, motors, heaters, communication cable, internal/external wiring of electric equipment etc.  |
| Daniel Fernandez Park, Heritage Park, Los Lunas Sports Plex, River Park, Buena Vista Park, Enchantment Little League, Los Cerritos Park, San Antonio Park , Main Street Park, Artistic Park, Chester Skinner Park, Artiaga Park, Neighborhood Park, Valley View Park | Installs, adjusts, repairs, replaces, troubleshoots electrical panels, conduits, plugs, switches, electric lights, motors, communication devices, security camera system, passive park lighting, sports lighting, power supply irrigation systems, components of communication tower, internal/external wiring of electric equipment etc. |

**Response Time**

The contractor shall respond with on-site personnel within one (1) hour following notification of an emergency condition. Breakage or repair work which is not of an emergency nature may be scheduled for work by mutual agreement between the contractor and the Village.

If the contractor responds to a service call and cannot perform the work due to a lack of parts and equipment, the Village shall not be billed for such service/emergency call.

**Warranty**

The contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty, whichever is longer. Warranty shall cover replacement of the item plus required labor when such is necessary due to defects in materials and/or workmanship. Any services provided by the Contractor shall be warranted against defects for one year. Contractor must guarantee all new work for one year.

**Breakage/Loss:**

The contractor shall be responsible of any breakage, damage, or loss incurred to any Village property because of carelessness of any of its employees. Breakage or loss that may occur shall be compensated by replacement of the item at an equal value at contractor's expense.

## **Invoicing**

The contractor shall prepare and submit an invoice for each individual project. The invoice shall include the following information: Purchase order number, names of workers performing work, date job started, date job completed, total number of hours in each category, and copies of all materials invoices. Invoices shall provide a list of material purchased with a description of item bought (catalog numbers are not sufficient) and cost of said item and shall also include signature of authorized contractor representative.

## **Routine Supplies**

The Village will not provide, nor pay for routine supplies that may be required for any job. Routine supplies shall include, but not be limited to tape, cement, solder, pipe dope, duct tape, wire nuts, and any miscellaneous routine supplies that are normally on a fully equipped service vehicle. The contractor when submitting the unit price quotes shall take into consideration the cost of these supplies in the price bid. No other compensation for these routine supplies will be allowed.

## **Payment of Materials**

The cost of materials, as required for authorized work, shall be paid for on a cost plus ten percent (10%) cost markup. The material invoice shall contain the date(s) that the parts of materials will be incorporated into the job, the signature of the person who has been pre-authorized by the Village to perform the work, and the purchase order number. No other compensation for picking up or supplying these materials shall be allowed.

## **Employees**

All person(s) employed to perform these services shall be legal resident(s) of the United States capable to perform work requested by the Contractor. Contractor shall pay all salaries and expenses, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes related to such employees.

Wages to be paid by the contractor to employees as a result of this IFB will be subject to minimum wage rate determinations by the State of New Mexico Department of Labor. These determinations will become part of the contract by reference and must be posted, per State of New Mexico Statutes, in a conspicuous place at the contractor's place of business.

It is the contractor's responsibility to be aware of the applicable statutes and responsibility related thereto. Any failure by the Village to accurately inform the contractor of any State or Federal minimum wage rate determinations will not relieve the contractor of the responsibility to become aware of such determinations and to comply with same.

No Contractor or their employees (Journeyman Electrician, Semi-skilled Laborer) are allowed to smoke or use any tobacco products within the Village facilities.

The use or possessions of alcoholic beverages or illicit drugs are prohibited on Village property.

Any Contractor employee who reports for work showing evidence of being in an impaired condition shall not be permitted to remain on the premises.

The Contractor is responsible for monitoring the conduct of his/her employees and shall be held responsible for the proper investigating and resolution of suspected incidents which are in violation of these electrical services specifications.

### **Qualifications of Bidder**

The Village may investigate the Contractor as deemed necessary to determine the ability of the Contractor to continue to perform the required work.

No Bidders will be considered who are not presently, actively engaged in the performance of electrical services, and who cannot clearly demonstrate to the satisfaction of the Village, his/her ability to satisfactorily perform the work in accordance with the requirements of this electrical services specification.

### **Termination of Contract**

The Village or Contractor may terminate the Contract, without cause by delivering to the designated representative, a written Notice of Termination, thirty (30) days prior to the intended termination date.

The Village may terminate the contract when the Contractor refuses or fails to supply enough properly skilled workers or provide complete electrical services as required by these specifications.

The Village may terminate the contract when the Contractor, its sub-contractors or its employees violate laws, ordinances, or rules, regulations written in these electrical contract specifications.

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner violate any of the covenants, agreements or stipulations of this agreement, the Village shall there upon have the right to terminate this agreement by giving written notice of the Contractor of such termination and specifying the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of this agreement by the Contractor.

### **Hold Harmless**

The Contractor shall hold harmless and indemnify the Village, its Governing Body, Officers, employees, agents from all claims, liabilities, obligations, losses and the like, asserted by any third parties arising from or caused by the Contractor's negligence, misrepresentation, fraud, or any other acts.

The indemnity and hold harmless agreement shall include reimbursement of all attorney fees, costs and expenses incurred by the Village, its Governing Body, officers, employees or agents.

### **Liability**

As between the parties, each party shall be solely responsible for any and all liability arising from personal injury, including death or damage to property arising from the act or failure to act of the respective party or of its officials, agents and employees pursuant to this Agreement.

The liability of the Village shall be subject to the immunities and limitations of the Tort Claims Act, 41-41-1 N.M.S.A. 1978 and of any amendments thereto.

### **Insurance**

Commercial General Liability Insurance, Automobile liability insurance, and worker's compensation insurance shall be required and maintained throughout the terms of the Contract by Contractor in providing Electrical Services.

Said policy of insurance must include coverage for all operations performed for the Village by the contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this agreement. Further, the Village shall be named as additional insured on any general liability policy procured by Contractor.

### **Independent Contractor**

Neither the Contractor nor its employees are considered to be employees of the Village of Los Lunas for any purpose whatsoever.

The Contractor is considered as an independent contractor at all times in the performance of the services described in "Scope of Work".

The Contractor further agrees that neither it, nor its employees are entitled to any benefits from the Village under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to the employees of the Village under the provisions of the Personnel System Ordinance is now enacted or hereafter amended.

### **Personnel**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement.

Such personnel shall not be employees of, or have any contractual relationships with the Village.

All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local laws to perform such services.

Due to the safety sensitive area within the Valencia County Central Dispatch Center, all personnel hired to perform electrical services shall be required to undergo a FBI background investigation at Contractor's own expense. Contractor shall provide official original copies to the Central Dispatch Administrator prior to performing electrical services for individual applicant approval. The Contractor shall maintain this process within for each new employee hired by Contractor to perform electrical services.

### **Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Governing Body of the Village for performance under this agreement.

If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Village to the Contractor.

Such termination shall not result in any claim for damages by the Contractor.

The Village's decision as to whether sufficient appropriation and authorizations are available and have been given by the Governing Body shall be accepted by the Contractor and shall be final.

### **Terms**

Shall be May 1, 2017 – April 30, 2018 with the ability to extend for 2 additional 1 year terms.



## **STANDARD BID CLAUSES AWARD OF BIDS**

The award of the bid shall be made to responsible bidder or bidders whose bid meets specifications. The Village of Los Lunas reserves the right to reject any or all bids.

### **Timetable**

Bids pursuant to this request for bids must be received at the Village of Los Lunas Administration Building located at 660 Main St, Los Lunas New Mexico 87031, by 3:00 pm on Thursday, April 27th, 2017 when bids which have been received up until the time will be opened. This opening will occur at the Village of Los Lunas Council Chambers, 660 Main St, Los Lunas New Mexico 87031. The successful bidder will be notified by mail of award and delivery of said items, shall be scheduled immediately thereafter.

### **Envelopes**

Sealed envelopes shall be clearly marked indicating that a bid is enclosed and the type of bid will be identified. This information shall be placed on the lower left hand corner of the envelope. Failure to comply with the requirement shall result in the rejection of the bid.

### **Bribery & Kickback**

As required by Section 13-1-191, N.M.S.A. 1978, it should be noted that it is a third degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-01, N.M.S.A. 1978); it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, N.M.S.A. 1978); it is a fourth degree felony to commit the offense of offering or paying illegal kickback (Section 30-41-2, N.M.S.A. 1978).

### **Responsibility of Bidder**

At all times it shall be the responsibility of the bidder to see that their bid is delivered to the Village by the date and time set for the opening of the bid. If the delivery of said bid is delayed beyond the deadline set for the bid opening, bids thus delayed will not be considered.

### **Clarification of Bid**

Bidders requiring clarification of interpretation of the bid documents shall make a written request to the Village at least seven (7) days prior to the date for receipt of bids. Any interpretation, correction or change of the bid documents will be made by addendum. Interpretations, corrections or changes of the bid documents made in any other manner will not be binding and bidders shall not rely upon such interpretations, corrections, and changes.

### **Modification of Withdrawal of Bid**

A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period following the time and date designated for the receipts of bids, bids submitted early may be withdrawn prior to the time designated for receipt of bids, but may not be resubmitted.

### **Application of Preferences**

Pursuant to Section 13-1-21 and 13-1-22, N.M.S.A. 1978, any resident business or resident manufacturer who wishes to receive the benefit of an application or preference must so state in their bid and identify their certification number from the State Purchasing Office.

**BID FORM  
VILLAGE OF LOS LUNAS**

**BID ITEM(S): ELECTRICAL SERVICE BIDS:**

The Village of Los Lunas will accept SEALED BIDS for Electrical Service up to 3:00 P.M., Thursday, April 27th, 2017 at the Village of Los Lunas Administration Building 660 Main St, Los Lunas New Mexico 87031. A public bid opening will be held at 3:00 P.M., Thursday, April 27th, 2017 at the Village of Los Lunas Council Chambers, 660 Main St. Any BIDDER or their authorized representatives are invited to attend, but are not required.

Bidders must bid on this Bid form and if bidder must make any changes in the specifications, then a detailed clarification of the proposed substitution shall be placed on the vendor's letterhead and attached to this Bid Form. The Village of Los Lunas reserves the right to reject any and all bids and to waive any informality in any bid.

Bid envelopes must be clearly marked "**Electrical Service Bid**", on the lower left hand corner of the envelope. Any bidder who wishes to receive a resident business preference must include their State Purchasing Office Certification Number in order to receive such a preference.

| Description  | Journeyman Electrician | Semi-Skilled Laborer |
|--|------------------------|----------------------|
| Regular Hourly Rate:<br>M-F 8am-5pm, except<br>Holidays              | \$                     | \$                   |
| Overtime/Emergency<br>Rate:<br>M-F 5pm – 8am,<br>weekends & Holidays | \$                     | \$                   |

CONTRACTOR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

STATE PURCHASING RESIDENT CERT.#: \_\_\_\_\_

AFFIDAVIT FOR FILING WITH COMPETITIVE BID  
STATE OF NEW MEXICO  
COUNTY OF VALENCIA

\_\_\_\_\_ of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a part to any collusions among bidders in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing, or with the Village official or employee as to quantity, quality or price in the prospective contract, or any other terms of said things of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_