

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 662-8056

Advertised: **December 17, 2023**

Closing Date: **January 11, 2024**



Invitation for Bids (“IFB”)

IFB Number: 24-49

IFB Name: On-Call Concrete and Related Services

GENERAL INFORMATION

Only one of the following submission methods is required:

1. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us.
Subject line must contain the following information: RESPONSE – IFB24-49 On-Call Concrete and Related Services

It is strongly recommended that a second, follow up email (without the Bid included or attached) be sent to Carmela Salazar, Senior Buyer, carmela.salazar@lacnm.us to confirm the Bid was received.

The body of the email must contain enough information for the identity of the Bidder to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with Bids received in the lacbid@lacnm.us email box prior to 2:00 p.m. Mountain Time, **Thursday, January 11, 2024** will be reviewed.

Bids submitted by email will be opened only after the closing date and time stated in the solicitation document.

2. **PAPER FORM SUBMISSION:** Sealed bids, submit one (1) unbound original and three (3) copies, subject to the conditions set forth in the Instructions to Bidders and in the other Solicitation Documents, will be received at the office of the Los Alamos County Purchasing Officer, 101 Camino Entrada, Building 3, Los Alamos, New Mexico, until **2:00 p.m. Mountain Time, Thursday, January 11, 2024** and then publicly opened for the following project:

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-49
IFB Name: On-Call Concrete and Related Services**

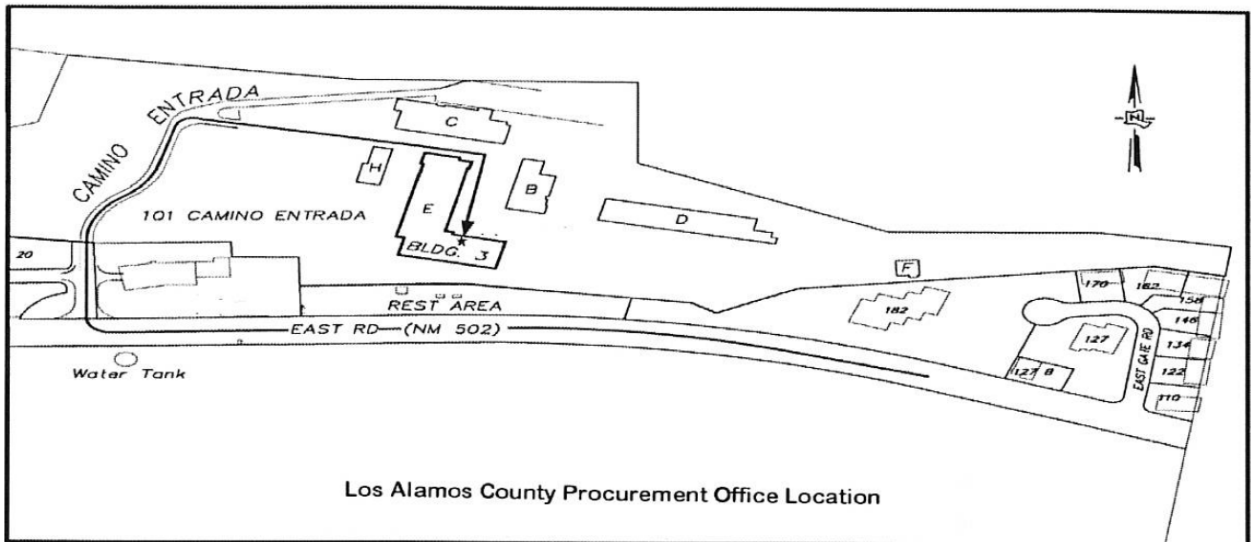
3. Directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.
 - Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
2. Turn RIGHT on Camino Entrada.
 - Road slopes downhill and curves to the right.
3. Take second RIGHT into driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
 - Follow the signs to Building 3, the L-shaped building in the center of the complex.
 - If you pass the Holiday Inn Express and the Airport, you’ve gone too far.

An Equal Opportunity Employer

4. Enter glass door marked "PROCUREMENT." See map below.



4. The Incorporated County of Los Alamos ("County") invites Bids from all qualified respondents. No Bid may be withdrawn after the scheduled closing time. Bids will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this IFB as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the Bid. Bid preparation is at the Bidder's expense.
5. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
6. Any questions must be received in writing at least six (6) days prior to the closing date.
7. County reserves the right, at its sole discretion, to accept or reject any Bids; to waive any and all irregularities in any or all statements or Bids; to request additional information from any or all respondents; and to award a contract and/or purchase order to the responsible Bidder whose Bid is most beneficial to County. While County intends to execute a contract and/or purchase order for the items listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with, or award a purchase order to, any Bidder.
8. Bids and RFP Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, Bids shall be considered public documents and available for review and copying by the public.
9. The County contemplates a multi-term contract as a result of this IFB. The term of the contract may be for a period of up to **seven** (7) years. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
10. Bidders are notified that they must bid pricing for each potential year of the contract.
11. The County contemplates a multiple source award. A multiple source award is an award of a contract for one or more similar goods or services to more than one Bidder. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
12. The County intends to award one or more Task Order-based agreements as a result of this IFB. Task Order means a discrete assignment of a specific set of tasks under an indefinite delivery/indefinite quantity contract, each order capped at a not-to-exceed amount. Written Task Orders will be issued by the County prior to start of Work/Season. A sample Task Order is attached as Exhibit "E." County reserves the right,

at its sole discretion, to solicit for any concrete or related services. Any task order begun before the expiration of the term, or any Task Order under the Warranty period shall continue until completed.

13. Individual Approved Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Task Order.
14. Contract Performance and Payment and Performance Bonds: When an individual Task Order is awarded in excess of the State prevailing wage threshold, the following bonds or security shall be delivered to the County by Contractor and shall become binding on the parties upon the execution of the Approved Task Order. The following are the minimum requirements of any Payment of Performance Bond. A sample Payment Bond and Performance Bond are attached as Exhibit "F":
 - a. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the individual Task Order; and
 - b. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the individual Task Order.
15. Proposers/Bidders are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
16. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.
17. PAYMENT TERMS: Payment terms are Net 30 Days.

CONTACT INFORMATION

1. For project-specific information, contact Daniel Blea, Traffic and Streets Manager, at daniel.blea@lacnm.us; (505) 662-8206.
2. For procurement process information, contact Carmela Salazar, Senior Buyer, at carmela.salazar@lacnm.us; (505) 662-8056.

NEED STATEMENT

Los Alamos County is seeking one or more qualified contractor/s to perform on-call concrete and related services. Task Orders will be issued throughout the contract period on an as needed basis.

Questions shall be addressed to:

Carmela Salazar, Senior Buyer Procurement Division
101 Camino Entrada, Bldg. 3
Los Alamos, NM 87544
Phone Number: 505-662-8056
Email: carmela.salazar@lacnm.us

Any questions must be received in writing at least six (6) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the solicitation documents.

The County reserves the right to issue addenda to the solicitation documents include specifications and plans during the advertising period as provided in the solicitation documents. Bidders are responsible for determining

if any addenda have been issued. The terms, bid and solicitation are interchangeable. Also, the terms of the contract and agreement are interchangeable.

PROJECT DATES ARE AS FOLLOWS:

Advertisement of IFB	12/17/2023
Deadline to Submit Written Questions	01/4/2024
Deadline to Submit Bids	01/11/2024
Evaluation	01/12/2024-01/26/2024
Estimated Contract Award	03/05/2024

SCOPE OF WORK - Throughout this solicitation, the terms “Work” and “Services” are used interchangeably.

The services to be performed shall consist of a variety of concrete and related services anticipated to be done at various locations throughout the County. Plans shall be furnished by the County on more complex projects, but on routine projects, only written Task Orders shall be furnished. All services shall conform to the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 edition. Traffic control will be required at each site and must conform to the Manual of Uniform Traffic Control Devices and must be approved by Los Alamos County Traffic Division staff. The selected Contractor/s shall be required to begin work within fourteen (14) days of notification of individual projects. The length of time to complete each project shall be negotiable, but generally will not exceed twenty-one (21) days.

1. **CONCRETE – GENERAL:** Services are for 4000 psi fiber reinforced concrete, high hazard air entrained concrete, in accordance with the design and dimensions as shown on detailed drawings or on plans furnished by the County at the time of issuance of Task Order.
2. Base course is required under all sidewalk, curb and gutter, drive pads, valley gutter, and other concrete structures. The cost of providing, placing, and compacting base course is incidental to the projects.
3. Removal and disposal of concrete or other materials and related expenses are incidental to the projects and shall consist of the removal, wholly or in part, of existing concrete structures as directed by County, or as shown on plans provided by County at the time of services. The work shall include disposing of the materials and backfilling of the resulting areas when required. No devices or equipment shall be used which might damage structures, facilities, or property to be preserved and retained. Existing structures, if damaged by the Contractor during removal, shall be removed and replaced with a similar structure at the Contractor's expense. The selected Contractor/s shall be responsible for costs of disposing or removed materials and backfilling of the resulting areas when required.
4. Mobilization is incidental to the project.
5. Traffic control is incidental to the project. Traffic Control plan requirements will be handled on a case-by-case basis for individual task orders and must conform to the Manual of Uniform Traffic Control Devices and must be approved by Los Alamos County Traffic Division staff. When one traffic control plan can be used for multiple areas, the County may approve this practice. In cases like this, the traffic control plan would need to list each area that it applies to. Traffic permit fees will be waived by the County.
6. Excavation permits will be required for task orders. Excavation permit fees will be waived by the County for County projects.
7. All required detectable warning surfaces shall be cast iron.
8. Asphalt patching is not incidental when removing damaged concrete, please note Item No. 34 on Bid Form.
9. Bid must include pricing for each year of a potential seven (7) year contract. County will consider either fixed pricing for each year or some type of clearly measurable and auditable price increase mechanism such as a CPI index. In addition to termination for convenience or breach, County reserves the right to terminate the contract or to award no work depending upon County Council's annual approval of budget for the work. Bidder's bid must include clearly described pricing for all items including incidentals (e.g., fuel, expendables, wearables and labor).

10. The potential seven (7) year term is anticipated to have a combined cap of FOUR MILLION DOLLARS (\$4,000,000.00), not including applicable New Mexico Gross Receipts Taxes.
11. Bidders may include in their bid response an adjustment for fuel to be applied to hourly bid amounts for increases or decreases in operating expenses as a result of fluctuating fuel prices. If a Bidder wishes to charge a fuel surcharge, the Bidder must provide a completed Exhibit "H" with details on how a fuel surcharge is to be applied for the services provided. The evaluation committee will confirm if a fuel surcharge is submitted as a component of evaluation.

INFORMATION RELATED TO THE SCOPE OF WORK

1. TRANSIT GRANT FEDERAL REQUIREMENTS FOR BUS SHELTERS -Transit grant federal requirements for concrete construction at bus shelters and bus stops are included as Exhibit "J," described as "FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT COMPLIANCE REQUIREMENTS FOR CFDA 20.507/20.500. Box is Checked If Applicable for Concrete Construction at Bus Stops and Bus Shelters."

2. Task Order Process

- a. All Services shall be performed by Task Order. County will generally provide at least two (2) business days' notice, to alert and request Contractor to perform the Services required under any Task Order. The Task Order shall be priced by Contractor on a regular five (5) day schedule, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
- b. County's Project Manager shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed or may include plans and specifications for the purpose of defining the specific scope of services within a task order as County finds necessary to assure appropriate oversight of the services to be performed. A sample Task Order is provided in Exhibit "E."
- c. Upon the County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. Cost shall conform to the rates proposed by Contractor and agreed to by County as a not-to-exceed fixed price. Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare Quotes shall be considered incidental to the awarded Agreement and not compensable.
- d. If Contractor's Quote is signed by Contractor and acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the Services. Contractor is authorized to begin work only upon receipt of the Approved Task Order.
- e. If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences.
- f. Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work and renting equipment. Costs for any Sub-Contractors or equipment rentals are the responsibility of the Contractor.
- g. Contractor/s shall not exceed the Approved Task Order amount agreed upon without justification made in writing and approved by County. Contractor shall immediately notify County, setting forth in detail the reasons the task cannot be completed within the budget or the schedule and include supporting information necessary to justify the proposed adjustment, and shall propose an adjustment to the Task Order for County's consideration by Contractor/s and approved by the County prior to continuing the individual Approved Task Order. The Approved Task Order will be adjusted only upon the written agreement of the County after a finding that a change to the Approved Task Order is necessary and justifiable. Amended Task Orders shall be identified with letters following (TO1A, TO1B, etc.) Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation set forth in the

agreement unless modified in writing and mutually agreed upon by the parties. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.

- h. The Agreement will not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any project. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.
- i. Selected Contractor/s may be required to attend Council and other public meetings. County shall identify the meetings and the selected Contractor/s shall include the costs for attendance in the maximum amount of the Approved Task Order, based on the hourly rates agreed to. In the event that it is determined after issuance of the Approved Task Order that meeting attendance is required, County shall inform selected Contractor/s of such and selected Contractor/s shall bill County accordingly, based on the hourly rates agreed to.

REQUIREMENTS FOR BIDDERS

Bids must be made with the understanding and in accordance with these conditions for Bidders:

Bid Evaluation Criteria

Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this article. Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total life cycle costs. The IFB shall set forth the evaluation criteria to be used. Only criteria that are set forth in the IFB may be used in bid evaluation. Interviews are to be used only for the purpose of clarification. The final evaluation results shall be forwarded to the purchasing agent.

The evaluation criteria for this IFB are:

1. Accurate submission of Bid Response Documents
2. Cost

County may consider a bid to be non-responsive or non-responsible if the Bidder fails to include any of the items described in items 1 through 2 above.

Responsible bidder: means a person, who has been determined by the purchasing agent or evaluating committee to have the capability in all respects to perform fully the contract and/or purchase order requirements, including the financial resources, personnel, service reputation and experience, capacity, production or service facilities, equipment and credit which will ensure satisfactory delivery of the goods, services or construction described in the IFB.

Responsive bidder: means a person who has submitted a bid that conforms in all material respects to the requirements set forth in the IFB. Material respects of a bid may include but are not limited to, price, quality, quantity, and delivery requirements.

AWARD OF IFB

Following award of the solicitation by County Council, the successful Bidder shall be required to execute a contract with County in accordance with the terms and conditions set forth in the Agreement, samples of which are attached as Exhibit "A." Bidder may identify any exception or other requirements to the terms and provisions in the Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Agreement as finally agreed upon must be in form and content acceptable to County.

BID RESPONSE DOCUMENTS

The following documents must be completed and included in the Bid response:

1. **Proof of Registration with New Mexico Department of Workforce Solutions.**

2. **Copy of Bidder's State of New Mexico Contractor's License(s) with proper classifications.**
3. **Certificate of Good Standing and Compliance from the New Mexico Secretary of State, if incorporated.**
4. **Certification – Debarment, Suspension, and other Responsibility Matters – Attached as Exhibit “B” of this IFB.**
5. **Campaign Contribution Form – Attached as Exhibit “C” of this IFB.**
6. **Authorization for Verification of Information – Attached as Exhibit “D.”**
7. **Bid Form – Attached as Exhibit “G” of this IFB.**
8. **Fuel Surcharge Document – Attached as Exhibit “H,” if applicable.**
9. **List of Subcontractors and Work to be Performed, if applicable – Attached as Exhibit “I” of this IFB.**
10. **Contractor Certifications (Lobbying Certification)– Attached as Exhibit “K” of this IFB.**

PROCUREMENT PREFERENCES

Preferences in purchasing by formal bid, or request for Bid or qualifications shall be in accordance with New Mexico Statutes, Section 13-1-21 NMSA 1978 et al. Bidder must provide a copy of state-issued preference certificate if requesting a preference.

OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and Subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

ILLEGAL ACTS

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Bidder shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit “B,” and submit with the Bid. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

A Campaign Contribution Disclosure Form is attached as Exhibit “C.” The Bidder is requested to complete and submit with the Bid. If Form is not submitted with the Bid, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

VERIFICATION OF AUTHORIZED OFFEROR

A Verification of Authorized Offeror Form is attached as Exhibit “D.” The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

Exhibit "A"
SAMPLE AGREEMENT

IFB NO: 24-49
IFB Name: On-Call Concrete and Related Services

AGR23-37



INCORPORATED COUNTY OF LOS ALAMOS
AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and _____, a _____ corporation ("Contractor"), to be effective for all purposes _____, 2023 ("Effective Date"). [Alternate: to be effective on the date of last signature]

WHEREAS, County issued Invitation for Bids No. 24-49 (the "IFB") on April 30, 2023 requesting bids for On-Call Concrete Services and Related Services; and

WHEREAS, Contractor timely responded to the IFB by submitting a bid dated May 10, 2023; and

WHEREAS, based on the evaluation factors set out in the IFB, Contractor was one of the successful bidders for said services; and

[FOR CONTRACTS MORE THAN \$200,000.00] -- WHEREAS, the County Council approved this Agreement at a public meeting held on _____; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

SECTION B. TERM: The term of this Agreement shall commence _____ and shall continue through _____, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up to _____ (____) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed _____ (\$_____), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "x," attached hereto and made a part hereof for all purposes.
2. **Invoices.** Contractor shall submit itemized *[monthly or per the completion of the Project Phase/Task]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

- 1. General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- 2. Workers' Compensation:** Contractor is responsible for Workers' Compensation in an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein, and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

- 1. Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:
Traffic and Streets Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

Contractor:

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "x." Contractor must submit this form with this Agreement, if applicable.

OR

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "XX." The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____ CORPORATION

BY: _____
NAME: _____ **DATE**
TITLE: _____

Exhibit "XX"
Confidential Information Disclosure Statement
AGR24-49

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: _____

Email: _____

County: _____

Los Alamos, New Mexico 87544

2. Definitions:
 - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
 - b) **Discloser** - the party disclosing Confidential Information.
 - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
 - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit "B"
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

IFB NO: 24-49
IFB Name: On-Call Concrete and Related Services

This document should be returned with IFB submittal.

- (1) I or We, _____ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
 - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
 - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit "C"
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

IFB NO: 24-49
IFB Name: On-Call Concrete and Related Services

This document should be returned with IFB submittal.

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit "D"
Authorization for Verification of Information

IFB NO: 24-49
IFB Name: On-Call Concrete and Related Services

This document should be returned with IFB submittal.

_____ hereby authorizes any person, firm, or corporation to furnish any
Contractor
information requested by Los Alamos County or designated representative, to verify any and all information submitted with or relevant to this bid.

Printed Name and Title of Authorized Representative

Signature

Date

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21.
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state.
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business.
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall

be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

- (f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:
- (1) To requests for qualifications.
 - (2) To any purchase of goods or services in excess of \$500,000.00.
 - (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved;
or
 - (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

YES

NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

1) Task Orders which meet or exceed the then current prevailing wage threshold require a Wage Rate Decision.

2) Task Orders in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the county and shall become binding on the parties upon the execution of the Task Order:

- (1) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent of the price specified in the Task Order; and
- (2) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the county, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Task Order. The bond shall be in an amount equal to 100 percent of the price specified in the Task Order.

Exhibit "F"
SAMPLE PERFORMANCE BOND and PAYMENT (LABOR and MATERIALS) BOND

Performance Bond



LOS ALAMOS

Bond No. _____

We as Principal, hereinafter referred to as Contractor, and _____ a corporation organized and existing under and by the virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, hereinafter called Surety, are held and firmly bound unto the Incorporated County of Los Alamos, hereinafter referred to as County, in the penal sum of one hundred percent (100%) of the Contract Price of _____ dollars (\$_____), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are such that, whereas, Contractor has been awarded and has agreed to enter into a certain Contract with the Incorporated County of Los Alamos, to which this Performance Bond will be attached and incorporated therein, for performance of Work or services on Project specifically described in the Contract document for:

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-49
On Call Concrete and Related Services**

and if Contractor shall perform and complete all of the undertakings, covenants, terms, and obligations of said Contract during the original term thereof, and any extensions which may be granted by the County with or without notice to the Surety, and if Contract shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the County all outlay and expenses which the County may incur in making good any default, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Performance Bond Continued

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six (6) months following the expiration of said express guarantees, if any.

The Surety acknowledges that said Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Right of action with respect to any express guarantees, if any, in said Contract shall accrue following completion and formal acceptance of the work under said contract.

The right to sue on this bond accrues only to the contracting agency and the parties to whom New Mexico Statutes Annotated, 1978 Comp. 13-4-18 through 13-4-20, as amended, grant such right; and such right shall be exercised only in accordance with the provisions and limitation of said statutes.

PROVIDED, FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of Contract. The Agreement, or the work to be performed thereunder, or the Contract Documents accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract.

PROVIDED, FURTHER, that no final settlement between the County and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument may be executed in two counter-parts, each one of which shall be deemed as an original, this _____ day of _____, 20 ____.

The undersigned state that they have the authority to enter into said Contract.

CONTRACTOR AS PRINCIPAL:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

SURETY:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Payment (Labor and Materials) Bond



LOS ALAMOS

Payment (Labor and Materials) Bond for the Protection of all Persons Supplying Labor and Material to the Contractor or its Sub-contractors

Bond No. _____

We _____ as Principal, hereinafter called the Contractor, and _____, a Corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the Surety, are held and firmly bound unto the Incorporated County of Los Alamos as Obligee, hereinafter the County, in the amount of _____ Dollars (\$_____), in the penal sum of one hundred percent (100%) of the Contract Price of _____ dollars (\$_____), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

Payment (Labor and Materials) Bond is for the Protection of all Persons Supplying Labor and Material to the Contractor or its Sub-contractors

WHEREAS, Contractor has agreed to enter into the Contract described as follows:

**Incorporated County of Los Alamos
Invitation for Bids Number: IFB24-49
On Call Concrete and Related Services**

Which contract is by reference made part hereof, and is hereinafter referred to as the Contract.

Payment (Labor and Materials) Bond Continued

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and materials and supplies be furnished under the original contract or any contract thereunder, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject, however to the following conditions:

The right to sue on this bond accrues only to the Contracting Agency and the parties to whom Section 31-173 Los Alamos County Code of Ordinances grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said ordinance.

PROVIDE, FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract.

PROVIDE, FURTHER, the County shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have no obligations to make payments to give notices on behalf of or otherwise have obligations to Claimants. The Surety hereby waives notice of any change, including changes of time, to the Contractor or to related subcontracts, purchase orders and other obligations.

SIGNED AND SEALED ON this _____ day of _____, 20 _____

CONTRACTOR AS PRINCIPAL:

Signature: _____

Print Name: _____

Title: _____

Address: _____

SURETY'S AUTHORIZED NEW MEXICO AGENT:

Signature: _____

Print Name: _____

Title: _____

Address: _____

This bond is issued simultaneously with Performance Bond in favor of County for the faithful performance of the contract.

Exhibit "G"
Bid Form
IFB NO: 24-49
IFB Name: On-Call Concrete and Related Services

This attachment shall be returned with the IFB submittal.

Bidder agrees to perform the work for the following prices:

Bidder (Company Name): _____

UNITS ACRONYMS:

Hr. = Hour

Sq. Yd. = Square Yard

Lin. Ft. – Linear /Foot Feet

Item	COST CATEGORY	UNIT	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Hourly rate for concrete-related services not otherwise described	Hr.	\$	\$	\$	\$	\$	\$	\$
2	NEW Valley Gutter 6" 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
3	Remove and replace Valley Gutter 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
4	NEW Curb and Gutter 0' to 100' 4000 psi w fiber	Lin. Ft.	\$	\$	\$	\$	\$	\$	\$
5	Remove and replace curb gutter 0' to 100' 4000 psi w fiber	Lin Ft.	\$	\$	\$	\$	\$	\$	\$
6	NEW curb and gutter 101' to 500' 4000 psi w fiber	Lin. Ft.	\$	\$	\$	\$	\$	\$	\$
7	Remove and replace curb and gutter 101' to 500' 4000 psi w fiber	Lin. Ft.	\$	\$	\$	\$	\$	\$	\$
8	NEW curb and gutter more than 500' 4000 psi w fiber	Ln. Ft.	\$	\$	\$	\$	\$	\$	\$
9	Remove and replace curb and gutter more than 500' 4000 psi w fiber	Ln. Ft.	\$	\$	\$	\$	\$	\$	\$
10	NEW concrete sidewalk 0 sq ft to 10 sq yd 4" 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
11	Remove and replace concrete sidewalk 0 sq ft to 10 sq yd 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
12	NEW concrete sidewalk more than 10 sq yd to 80 sq yd 4" 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$

13	Remove and replace concrete sidewalk more than 10 sq yd to 80 sq yd 4" 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
14	NEW concrete sidewalk more than 80 sq yd 4" 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
15	Remove and replace concrete sidewalk more than 80 sq yd 4" 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
16	NEW 6" x 12" header curb 4000 psi	Lin. Ft.	\$	\$	\$	\$	\$	\$	\$
17	Remove and replace header curb 4000 psi	Lin. Ft.	\$	\$	\$	\$	\$	\$	\$
18	NEW residential concrete drive pad 6" 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
19	Remove and replace residential concrete drive pad 6" 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
20	NEW commercial concrete drive pad 8" 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
21	Remove and replace commercial concrete drive pad 8" 4000 psi w fiber	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
22	NEW concrete pedestrian ramp 4000 psi w fiber, w cast iron detection devices	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
23	Remove and replace concrete pedestrian ramp 4000 psi w fiber, w cast iron detection devices	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
24	Concrete collar placement around existing manhole	Each	\$	\$	\$	\$	\$	\$	\$
25	Concrete collar water/gas valve	Each	\$	\$	\$	\$	\$	\$	\$
26	Manhole Adjustment	Each	\$	\$	\$	\$	\$	\$	\$
27	Valve Adjustment	Each	\$	\$	\$	\$	\$	\$	\$
28	6" Concrete sidewalk 0 to 10 sq yds	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
29	6" Concrete sidewalk 10to 80 sq yds	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
30	6" Concrete sidewalk more than 80 sq yds	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
31	4" Concrete colored and or patterned 1 to 15 sq yd	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
32	4" Concrete colored and or patterned 15 to 80 sq yd	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$

33	4" Concrete colored and or patterned more than 80 sq yd	Sq. Yd.	\$	\$	\$	\$	\$	\$	\$
34	Minor Asphalt Paving	Sq. Yd	\$	\$	\$	\$	\$	\$	\$

Note: The bid amount shall exclude state gross receipts tax or local option tax, but shall include all other costs of doing business, including but not limited to bonds, insurance, and profit. The Incorporated County of Los Alamos is required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or local option tax shall be shown as a separate amount on each billing or request for payment under contract. The Incorporated County of Los Alamos reserves the right to reduce or add quantities.

I the undersigned have reviewed the IFB and hereby submit the Bid in full conformity with the solicitation documents. I further certify that I have the authority to submit this Bid and bind the Bidder for the items bid upon herein. I further certify Bidder has a non-discrimination policy and does not discriminate on the basis of color, national origin, sex, religion, age, disabled, or any other protected status in employment or the provision of services.

Signature of Agent authorized to sign on behalf of Bidder

 Printed Name & Title of Agent

 Organization's Legal Name and State if Incorporation (if incorporated)

 Mailing Address

 Physical Address

 City, State, Zip Code

 Federal Tax I.D. # NM CRS # (if located in-state)

 Contract Manager Printed Name and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business

If your firm meets the definition of one of types of business described below as defined by the state of New Mexico, please check the appropriate box:

- New Mexico Resident Vendor
- New Mexico Veteran Vendor

Exhibit "H"
Fuel Surcharge
IFB NO: 24-49
IFB Name: On-Call Concrete and Related Services

This attachment shall be returned with the IFB submittal.
Bidders are informed this IFB will be evaluated based on the criteria stated.

Fuel Surcharge - Bidders may include with their bid response, an adjustment to be applied to proposed billing to account for increases or decreases in operating expenses as a result of fluctuating fuel prices (i.e., Fuel Surcharge). If including a fuel surcharge mechanism, please provide the information below.

DESCRIPTION	Yes	No
Bidder requests a Fuel Surcharge (Select yes if a Fuel Surcharge mechanism is provided by the Bidder, Select No if a Fuel Surcharge mechanism is not requested.)		

1.	<ul style="list-style-type: none"> • Describe in detail how the fuel surcharge amounts would be calculated and how a fuel surcharge would be applied to a billing to County for all seven (7) years of the agreement. • If multiple fuels (e.g., diesel and natural gas) are utilized, please provide calculations for each different fuel surcharge suggested. • The frequency of the adjustment must be included. For example, would the adjustment be applied per month, per payment/billing, annually, etc. • If the adjustment is based on a percentage increase or decrease, a base initial fuel cost per gallon must be provided with the bid response, using the most current Fuel Price Index named in #2 below at the time of Bid submission. • Any decrease in fuel costs below the base initial fuel cost would result in a credit to the County in the amounts proposed for the calculation of the Fuel Surcharge.
2.	<ul style="list-style-type: none"> • Provide the specific Fuel Price Index to be used to determine the adjustment. The Price Index to be used <u>must</u> be named in order to apply a fuel surcharge. • If multiple fuels are utilized, please name the specific Fuel Price Index to be used for each.

Exhibit "I"
IFB24-49

IFB Name: On-Call Concrete and Related Services

List of Subcontractors and Work to Be Performed

All Proposers shall comply with the Subcontractor’s Fair Practices Act Chapter 13-4-31 to 13-4-43 NMSA 1978, Laws of New Mexico.

Pursuant to Section 13-4-34, based on the Architect/Engineer estimate, list all subcontractors including second and third tiers performing work in excess of \$ 5,000.00.

Proposers shall list all subcontractors, according to the amount required by law that will perform work on the project in the following table.

No modifications to the list of subcontractors can be made at any time during the performance of the Work contemplated by the Agreement without the prior written approval of the County.

The County encourages Proposers to utilize the services of local subcontractors and service providers when possible.

Name, License No., License Classification	Address	Telephone	NM Dept. of Workforce Solutions Regist. #.	Work to Be Performed

REPAIR OF EXISTING PAVEMENTS

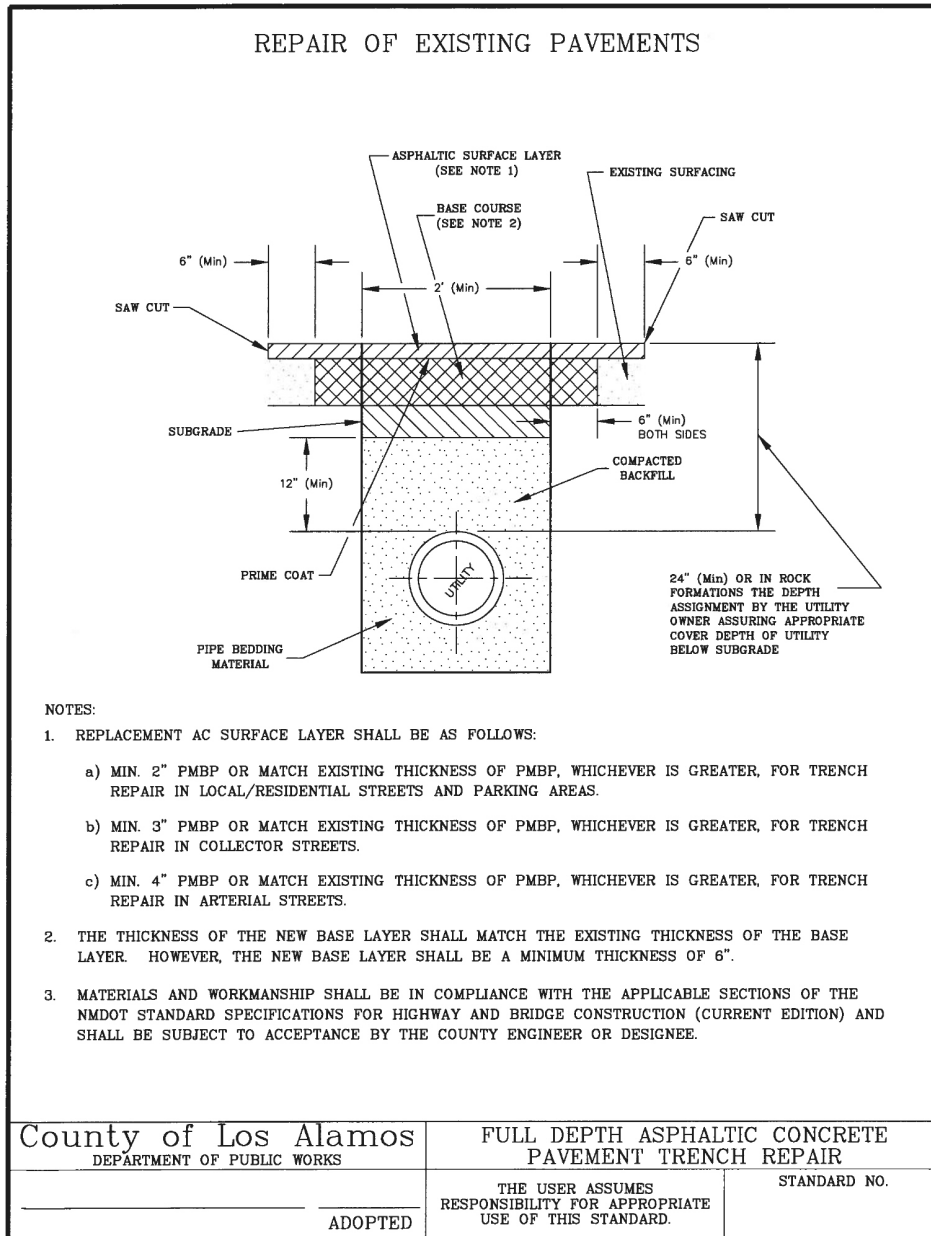


EXHIBIT "J"
IFB24-49
FEDERAL TRANSIT ADMINISTRATION (FTA)

PROJECT NO: Traffic & Streets Concrete Services – Transit Occasional Use

Federal Transit Administration Required Clauses
(where applicable)

If an item on the following table is marked "All," it is a required clause for any purchases exceeding the federal micro-purchase threshold. If applicable, the corresponding certification must be completed and submitted with the bid or proposal in order to be determined "responsive." **Please check items that apply and are included.**

√	Sec.	Contract Clause	Applicability to Type of Contract
x	1.	No Government Obligation to Third Party	Value > \$10K
x	2.	Program Fraud and False or Fraudulent Statements or Related Acts	Value > \$10K
x	3.	Access to Records	Value > \$10K
x	4.	Federal Changes	Value > \$10K
x	5.	Civil Rights (includes EEO requirements for construction projects)	Value > \$10K
x	6.	Disadvantaged Business Enterprise (DBE)	Value > \$10K
x	7.	Incorporation of FTA Terms	Value > \$10K
x	8.	Energy Conservation	Value > \$10K
x	9.	Termination	Value > \$10K
	10.	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	Value > \$10K for telecommunications and video surveillance services or equipment
x	11.	Governmentwide Debarment and Suspension	Value > \$25K
x	12.	Notification Related to Fraud, Waste, Abuse or Other Legal Matters	Value > \$25K
x	13.	Lobbying Restrictions	Value > \$100K
x	14.	Buy America	Value > \$150 K for Construction, Iron, Steel, Manufactured Products, Rolling Stock
x	15.	Clean Air	Value > \$150K
x	16.	Clean Water	Value > \$150K
x	17.	Breaches and Disputes	Value > \$250K

√	Sec.	Contract Clause	Applicability to Type of Contract
	18.	Cargo Preference	Equipment, Material, Commodities Transported by Ocean Vessel
	19.	Fly America requirements	When Transportation Paid by FTA Funds for foreign transport or travel by air
x	20.	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > \$2,000
x	21.	Contract Work Hours and Safety Standards Act	Involve employment of mechanics or laborers > \$100,000
	22.	Bonding Requirements	Construction > \$250K and at Discretion for Others
x	23.	Veterans Preference	Construction
	24.	Seismic Safety	New Building Construction/Additions
	25.	Transit Employee Protective Arrangements	Transit Operations
	26.	Charter Bus and School Bus Requirements	Operational Service
	27.	Substance Abuse	Operational Service (safety sensitive)
	28.	Patent and Rights in Data	Research Projects only
	29.	Recycled Products	Value > \$10K in Fiscal Year
	30.	Accessibility	Revenue Rolling Stock or Facility Construction / Renovation Projects only
	31.	Bus Testing	Revenue Rolling Stock (Buses and Modified Vans)
	32.	Pre-Award and Post-Delivery Requirements	Revenue Rolling Stock

PROJECT NO: Traffic & Streets Concrete Services – Transit Occasional Use

Federal Transit Administration Required Certifications

√	Certification	Applicability to Type of Contract
x	Lobbying	>\$100,000
x	Buy America Iron, Steel, Manufactured Products, including Construction	>\$150,000
	Buy America Rolling Stock	>\$150,000
	Disadvantaged Business Enterprise Transit Vehicle Manufacturer	Revenue Rolling Stock

FEDERAL CLAUSES

(where applicable)

1. No Government Obligation to Third Parties

a. LOS ALAMOS COUNTY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to LOS ALAMOS COUNTY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) or other applicable federal law on the CONTRACTOR, to the extent the Federal Government deems appropriate.

c. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

3. Access to Records

The CONTRACTOR agrees to provide LOS ALAMOS COUNTY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In accordance with 2 CFR 200.333, the CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

4. Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement between LOS ALAMOS COUNTY and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Disadvantaged Business Enterprises

a. It is the policy of the Department of Transportation and LOS ALAMOS COUNTY that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently, the DBE requirement of 49 C.F.R. applies to this contract.

b. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. The CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from LOS ALAMOS COUNTY. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of LOS ALAMOS COUNTY. This clause applies to both DBE and non-DBE subcontractors.

d. The CONTRACTOR or its subcontractors agrees to ensure that DBEs as defined in 49 C.F.R. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds provided under this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT-assisted contracts.

e. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and or proposals.

7. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any LOS ALAMOS COUNTY request, which would cause LOS ALAMOS COUNTY to be in violation of the FTA terms and conditions.

8. Energy Conservation

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

9. Termination

a. Termination for Convenience: LOS ALAMOS COUNTY may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to LOS ALAMOS COUNTY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to LOS ALAMOS COUNTY, the CONTRACTOR will account for the same, and dispose of it in the manner LOS ALAMOS COUNTY directs.

b. Termination for Cause: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, LOS ALAMOS COUNTY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by LOS ALAMOS COUNTY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the CONTRACTOR, LOS ALAMOS COUNTY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure: LOS ALAMOS COUNTY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the CONTRACTOR fails to remedy to LOS ALAMOS COUNTY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from LOS ALAMOS COUNTY setting forth the nature of said breach or default, LOS ALAMOS COUNTY shall have the right to terminate the Contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude LOS ALAMOS COUNTY from also pursuing all available remedies against the CONTRACTOR and its sureties for said breach or default.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – not applicable.

11. Governmentwide Debarment and Suspension

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by LOS ALAMOS COUNTY. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to LOS ALAMOS COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the CONTRACTOR must promptly notify LOS ALAMOS COUNTY so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The CONTRACTOR agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

13. Lobbying Restrictions

The CONTRACTOR agrees to:

- a. Refrain from using Federal assistance funds to support lobbying,
- b. Comply and assure the compliance of each subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- c. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

14. Buy America

The CONTRACTOR agrees to comply with 49 U.S.C. §5323(j) and 49 C.F.R. Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. §661.7, and includes microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

15. Clean Air

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The CONTRACTOR agrees to report each violation to LOS

ALAMOS COUNTY and understands and agrees that LOS ALAMOS COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16. Clean Water

a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 through 1377. The CONTRACTOR agrees to report each violation to LOS ALAMOS COUNTY and understands and agrees that LOS ALAMOS COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

17. Breaches and Disputes

a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of LOS ALAMOS COUNTY. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to LOS ALAMOS COUNTY. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of LOS ALAMOS COUNTY shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

b. Performance During Dispute - Unless otherwise directed by LOS ALAMOS COUNTY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between LOS ALAMOS COUNTY and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of West Virginia or Ohio as applicable.

e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by LOS ALAMOS COUNTY, Architect or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. Cargo Preference – not applicable.

19. Fly America requirements – not applicable.

20. Davis-Bacon and Copeland Anti-Kickback Acts

The CONTRACTOR agrees to comply and assure compliance of each third-party contractor and each subcontractor at any tier of the project with the following Federal laws and regulations providing protections for their employees:

a. **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which County shall provide for each task order to which this requirement applies, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

b. **Withholding** - LOS ALAMOS COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, LOS ALAMOS COUNTY may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to LOS ALAMOS COUNTY for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S.

Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

d. Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

e. Compliance with Copeland Act requirements - The CONTRACTOR shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this contract.

f. Subcontracts - The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

g. Contract termination: debarment - A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

h. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

i. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of eligibility - (i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

21. Contract Work Hours and Safety Standards Act

The CONTRACTOR agrees to comply with and assure compliance by subcontractors and other project participants for construction employees with the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work

Hours and safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

The CONTRACTOR further agrees to comply with and assure compliance by other project participants for nonconstruction employees with the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and safety Standards Act),” 29 C.F.R. Part 5.

22. Bonding Requirements – not applicable

23. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the CONTRACTOR agrees and assures that it and its subcontractors will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under the contract.

This does not require the CONTRACTOR to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Exhibit "K"
IFB24-49
IFB Name: On-Call Concrete and Related Services

CONTRACTOR CERTIFICATIONS

Lobbying Certification

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BUY AMERICA CERTIFICATION FOR COMPLIANCE WITH BUY AMERICA REQUIREMENTS FOR STEEL, IRON, OR MANUFACTURED PRODUCTS

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature of Authorized Official _____

Company _____

Name _____

Title _____

BUY AMERICA CERTIFICATION FOR NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS FOR STEEL, IRON, OR MANUFACTURED PRODUCTS

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j), but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2) as amended and the applicable regulations in 49 CFR 661.7.

Date _____

Signature of Authorized Official _____

Company _____

Name _____

Title _____