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| --- | --- |
|  |  GSD/SPD (Rev. 1/2024)**Invitation to Bid – Price Agreement** |

Title: **Uniforms**

ITB Number: **40-52100-24-06135**

Agency Requested Delivery: **As Requested**

Commodity Code(s): **20016, 20085, 20137**

***Bids Due No Later Than***:

Date: **May16, 2024** Time: **2:00pm Late Submission of Bids Will Not Be Accepted.**

**Formal Sealed Bid Opening, to occur immediately following the due date and time:**

Place: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\_Y2IyZTlhMjEtYWZlYS00Nzc4LThjOWQtMGI3MWQxMWNlMzhk%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%2251de2250-9e0b-4237-b5ee-d3e9e1e586fc%22%7d](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_Y2IyZTlhMjEtYWZlYS00Nzc4LThjOWQtMGI3MWQxMWNlMzhk%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%2251de2250-9e0b-4237-b5ee-d3e9e1e586fc%22%7d)

Meeting ID: 210 089 867 732

If you have questions regarding this ITB please contact:

Procurement Specialist: **Kimberly Hunt-Brown** Telephone No.: **(505) 490-3152**

Email: **Kimberly.Hunt-Brown@gsd.nm.gov**

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

NM Vendor ID# (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Remit Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DBA (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sales Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sales Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NM Tax Payer Identification Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Federal Tax ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment terms: (e.g., **Net 30**. Discount will not be considered in computing the low bid, see “Terms and Conditions”)

**F.O.B. Point must be Destination**, unless otherwise indicated by the NM State Purchasing Agent

Contractor’s Delivery: (May be considered in the award)

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print or type name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatory Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bids must be submitted electronically, via eProNM only. Please see Bid Submission Instructions on page 2.**

Bids are subject to the “Terms and Conditions,” shown on the attached pages of this document, and any additional bidding instructions or requirements. **The Terms and Conditions shall not be modified or supplemented.**

NOTE: if you decide not to bid, do not return this document.

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

**Technical Online Bidding Questions:**

(505) 795-1894 or (800) 233-1121 or you can contact the buyer listed on the ITB front page.

**Bidder Instructions for Invitation to Bid (ITB)**

**Viewing ITB:**

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

**Submitting Bids:**

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

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

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

**Bid Opening:**

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

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\_Y2IyZTlhMjEtYWZlYS00Nzc4LThjOWQtMGI3MWQxMWNlMzhk%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%2251de2250-9e0b-4237-b5ee-d3e9e1e586fc%22%7d](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_Y2IyZTlhMjEtYWZlYS00Nzc4LThjOWQtMGI3MWQxMWNlMzhk%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%2251de2250-9e0b-4237-b5ee-d3e9e1e586fc%22%7d)

Meeting ID: 210 089 867 732

Passcode: 4W2kXN

[Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)

**Or call in (audio only)**

+1 505-312-4308,,45609571#   United States, Albuquerque

Phone Conference ID: 456 095 71#

**Terms and Conditions**

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.

b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

 b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Contractor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor’s written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor’s personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement’s term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

**Important Bidding Information**

All Bidders must notify the State Purchasing Agent or his/her designee if any employee(s) of the requesting agency or the office of the State Purchasing Agent have a financial interest in the Bidder. Financial interest is defined as:

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

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

**\_\_\_\_ No financial interest \_\_\_\_ Yes financial interest**

If yes, specify the employee’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and financial interest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, is cause for this office to reject their bid.

Brand names and numbers are for reference only; equivalents will be considered. If bidding “equivalent” bidders must be prepared to furnish “complete data” upon request, preferably with bid, to avoid delay in award.

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

If any Bidder is of the opinion that the specifications as written preclude her/him from submitting a bid on this ITB, it is requested that his/her opinion be made known to the State Purchasing Agent or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

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

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the State of New Mexico. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder’s risk, will not be returned.

**Awards**

**Determination of Lowest Bidder –** Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the State in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The State Purchasing Agent reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the State of New Mexico.

The New Mexico State Purchasing Agent or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the State of New Mexico.

**Special Notice –** To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent or his/her designee.

**F.O.B. Destination –** Means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destinationmay cause bid to be declared nonresponsive.

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

**New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

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

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

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

 (2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

**Department Price Agreement**

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

**Article II –Term**

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

**Article III –Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If Contractor is unable to meet stated delivery the State Purchasing Agent must be notified.

**Article V – Termination**

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

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

**Article VII – Issuance or Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

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

**Specifications:**

The State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division (Forestry Division) seeks to establish a Price Agreement(s) for division uniforms, uniform accessories, and embroidery.

**Term:**

The term of this Price Agreement shall be for one (1) year from date of award with option to extend for a period of three additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms, and conditions. This Price Agreement shall not exceed four (4) years.

**Definitions of Terminology** (for clarification purposes related to this Invitation to Bid (ITB)):

The term “may” identifies a desirable or discretionary item or factor.

The terms “must”, “shall”, “will”, and “require” identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the bidder’s bid.

A. “Bid Pricing List” refers to the complete list of products and services offered under this agreement and the price for each. Product and service descriptions of discontinued items may be amended by mutual agreement of Forestry Division and SPD. New products or services shall not be added to the Bid Pricing List.

B. “Buyer” means a Forestry Division employee that is named on the top right-hand corner of a dispatched Forestry Division purchase order.

C. “New Mexico State Purchasing Agent” means the Purchasing Agent for the State of New Mexico or a designated representative. May be used interchangeably with “State Purchasing Agent” or “State Purchasing Director”.

D. “Price Agreement” means a definite quantity or indefinite quantity agreement which requires the Contractor to furnish items of tangible property or service to the procuring agency which issues the purchase order, if the purchase order is within the quantity limitations of the agreement, if any.

E. “Purchase order” means an approved dispatched purchase order.

G. “Forestry Division” means the Energy, Minerals and Natural Resources Department, Forestry Division.

H. “SPD” means the New Mexico State Purchasing Division.

I. “Suppliers” means someone who promotes or exchanges goods or services for money.

**Scope:**

To supply quality and standardized uniforms to Forestry Division employees. Bidders shall specify in writing with bid submission if online ordering capabilities are available. A valid web address is to be included on the Items Spreadsheet.

**Method of Award:**

The Forestry Division recognizes that Suppliers may not be able to submit a bid price for all items on the specified Uniform Items list. This procurement may result in a “multiple” awarded Price Agreement to suppliers who specialize in certain items and who will be able to provide the required goods for those items as per scope of work. Determination for award will be based upon the lowest total cost of items listed within the Items Spreadsheet provided, and the bidders’ abilities to meet the minimum and submittal requirements of this procurement.

**Qualified Bidders:**

Bids may be accepted from manufacturers or factory authorized dealers who are able and willing to provide responsive goods to the Forestry Division. Suppliers must be in a position to offer the lowest cost/highest effectiveness, completely assembled uniforms and items meeting or exceeding the minimum specifications contained herein.

**Delivery:**

Prompt delivery (no more than 20 business days may lapse between the time uniform orders are placed and the time goods are shipped by the vendor) is requested. Shipping is FOB Destination to any one of eight Forestry Division field or administrative locations.

**Forestry Division Locations:**

Santa Fe District

1220 South Saint Francis Drive

Santa Fe, NM 87505

Inmate Work Camp

3201 Hwy 314 SW

Los Lunas, NM 87031

**Chama District**

17013 B, US Highway 84/64; Tierra Amarilla, NM 87575

Send Mail To: HC 75, Box 100,

 Chama, NM 87520

**Cimarron District**

29885 US Hwy 64

Ute Park, NM 87749

Send Mail To: P.O. Box 5

 Ute Park, NM 87749

Las Vegas District

State Highway 518, Mile Marker 3.5

Storrie Lake State Park,

Las Vegas, NM, 87701

Send Mail To: HC 33, Box 109 #4

Las Vegas, NM 87701

Capitan District

 304 West 2nd Street

Capitan, NM 88316

Send Mail To: P.O. Box 421, 304

Capitan, NM 88316

Bernalillo District

5105 Santa Fe Hills Blvd. N.E

Rio Rancho, NM 87144

Socorro District

1701 Enterprise Rd.

Socorro, NM 87801

Send Mail To: HC32, Box 2

Socorro, NM 87801

Wildfire Response Program

1085 Richards Avenue

Santa Fe, NM 87505

**Late Delivery:**

It is expressly understood and agreed that, because of the public interest, and because of the monetary losses which may be sustained by the state, because of failure to deliver the items or tangible property described in the Price Agreement on time, time is of the essence in the performance of this Price Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated. In the event of the failure of the Suppliers to deliver in accordance with the bidder’s guaranteed delivery date, the bidder shall be liable to Forestry Division or the state for liquidated damages at the full cost of that item.

**Tax Note:**

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by user.

**Escalation Clause:**

In the event of a product cost increase, an escalation request will be reviewed by SPD on an individual basis. Suppliers shall keep pricing fixed for at least the first 12 full months of this Price Agreement. Thereafter, the Forestry Division and Suppliers may adjust pricing no more than once annually by written amendment and final approval of SPD. Please be aware this measure is not intended to allow increases in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If Suppliers’ prices are reduced for any reason, the Forestry Division shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in-house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Effective dates for increases will not be any sooner than 15 days from the date the written request is received by the Forestry Division. To facilitate prompt consideration, all requests for price increase must include all information below:

1. Price Agreement number;

2. Price Agreement item number affected;

3. Current item price;

4. Proposed new price;

5. Percentage of increase; and

6. Mill/supplier notification of price increase indicating percentage of increase.

**Waive Formalities:**

SPD reserves the right to waive any formalities or technicalities of bids for tabulation to award as specified in the best interest of the Forestry Division. All bids asserting to being equal shall conform to specified quality, performance, and characteristics.

**General Conditions:**

Forestry Division employees will be responsible for placing their own order via an online ordering system or at a local outlet. All online orders must go through an approval process so Buyers may screen the orders for correctness and validity. Orders may be placed beginning July 15th of each year until May 31st the following year. A dispatched purchase order is required for any order to be placed. All items must be delivered no later than June 30th of each year. Suppliers **must** provide a statement with the bid submission indicating if it has online ordering capabilities.

**Brand Names:**

Brand names are identified by the Forestry Division as the standard required for quality, features, and uniformity. Equals are acceptable provided the specifications of the brand names identified are met or exceeded and **must** be pre-approved in writing by the Forestry Division. The Forestry Division may request a sample of “private label” merchandise prior to placing order.

**Replacements and Substitutions:**

It is the responsibility of the Suppliers to promptly notify the Buyer of uniform items that have been discontinued. The replacement or substitution of items due to discontinuation, revision, or any other reason **shall require the approval of the Forestry Division Administrative Bureau Chief or designee**. The Forestry Division may require the Suppliers to submit samples for its consideration before approving replacements or substitutions.

**Samples:**

In the event the Suppliers offer “private label” merchandise, or replacement, or substitution of items, the Suppliers **must** submit samples of these items to determine the quality of material. Failure to submit samples of “private label” merchandise, or replacement items, or substituted items at the time of the bid will be cause for the Suppliers’ bid submission to be deemed non-responsive.

Samples are to be shipped to:

Forestry Division – Attn: Roberta Cordova

1220 South St. Francis Drive

Santa Fe, NM 87505

Suppliers will be responsible for return costs of samples within ten (10) business days from bid close and arrange for pick-up within 30 business days.

**Equals:**

It is the responsibility of the Suppliers to document the brand name and model or item number of equals or to make changes to manufacturer’s numbers on each item if they have changes.

**Variable Size Pricing:**

The Forestry Division recognizes prices may vary for the same item depending on the size. It is the responsibility of the Suppliers to indicate any variation in pricing due to sizing and must be approved by the Buyer.

**Orders and Purchases:**

Uniform orders can be placed by Buyer assigned to initiate purchase orders on behalf of District offices or programs, usually once a year or as new employees are hired. With each uniform order, the Forestry Division’s respective Districts shall provide the Suppliers with an approved dispatched purchase order number. The Suppliers must request the purchase order information prior to accepting the order. Buyer must receive, from the Suppliers, the invoice that correlates to the purchase order. The Buyer will confirm items have been received and once the order is completely received and filled correctly, the Buyer will process payment within 30 days. Forestry Division will not be held responsible for payment of any orders placed without a dispatched purchase order.

**Order Verification:**

For quality assurance, and to ensure compliance with the Price Agreement, Suppliers shall compare the order summary against the Price Agreement to verify the correct item numbers, descriptions, sizes, and costs are used, verify specifications and embroidery are correct, and shall ensure that patches are placed in the correct location. Suppliers shall notify the Buyer who generated the purchase order, as soon as possible, of any mistakes or discrepancies with the order so they may be promptly corrected.

**Packaging:**

A packing slip referencing the purchase order number, items shipped, and items backordered with an estimated delivery date shall accompany each shipment. All packages must be signed for at delivery by an EMNRD employee.

**Backorders and Reorders:**

The Buyer who generates the purchase order is responsible for notifying the Suppliers if an employee wishes to cancel a backordered item. The Suppliers shall send the backorder report to the Buyer and the Forestry Division Administrative Bureau Chief so they may track backordered items to ensure those items can be delivered. The Suppliers **shall** notify Buyer, in writing, of backorders that have been canceled by the Suppliers, or any other issues that are encountered.

**Returns, Exchanges, and Refunds:**

Suppliers shall accept the return of unwashed, unused, unaltered, resalable uniform items in their original packaging for exchange or refund. Exchanges shall be for the same item at the same cost only. The return, exchange, or cancelation of any uniform items shall be coordinated by the Buyer who generated the purchase order the item/items was/were ordered on. The Forestry Division shall bear the shipping costs of return or exchange items sent back to the Suppliers. Suppliers shall bear the shipping cost of exchange items sent to the Forestry Division.

**Errors and Defects:**

TheBuyer that generated the purchase order shall notify the Suppliers of errant or defective items within 15 days of receipt of the item/items. Suppliers shall replace errant item/items with correct item/items, provided the error was on the part of the Suppliers, at no cost to the Forestry Division. Suppliers shall replace defective items with faultless items. Suppliers is not obligated to replace washed, used, altered, unsellable uniform items when the error was on the part of Forestry Division personnel. The return, replacement, and cancelation of any and all errant and defective uniform items shall be coordinated by staff from the Forestry Division office that generated the purchase order the item/items was/were ordered on. The Suppliers shall bear the shipping costs for the return and exchange of all errant and defective items.

**Custom Tailoring:**

The Suppliers shall provide upon request, for an additional charge, custom tailoring of the uniform shirt, polo, and pants supplied by the Suppliers as needed by Forestry Division.

**Payment:**

**Payment terms are Net 30**. Suppliers shall invoice the Forestry Division when the order is complete. Invoices shall go to the Buyer location that generated the purchase order, which may not be the shipping destination. Invoices shall reference the purchase order number, name of employee receiving the uniform, and location of employee. Backordered items shall appear on each invoice. All invoices must be received no later than June 30th of each year the Price Agreement is in effect.

**Embroidery:**

Unless specified not to do so (see *Law Enforcement* below), the Suppliers shall embroider the specified three-inch oval logo on clothing centered one inch above the left breast pocket and one inch below the left shoulder seam on items with no pockets; and centered on the crown of each cap. The Forestry Division logo will be embroidered in green thread on all khaki uniforms (shirts, jackets, hats) and the Forestry Division logo will be embroidered in yellow thread on blue uniforms (shirts, jackets, hats). The Forestry Division will supply the uniform logos artwork for items requiring embroidery via a tagged image file format (TIFF) upon approval of the Price Agreement.

**Law Enforcement:**

To facilitate the Suppliers’ compliance with Section Embroidery above, the Forestry Division’s orders shall clearly indicate if an employee is law enforcement. Law Enforcement Special Agents shall have an authorized law enforcement shoulder patch on both arms of the uniform shirt per national safety standards. Small law enforcement cloth badge on uniform cap must be centered on the front of the uniform cap. The Suppliers shall supply the law enforcement patch or for an additional cost, make one based upon artwork supplied by Forestry Division upon approval of the Price Agreement.

**Labels:**

Uniform items supplied shall have a label attached to the item indicating the manufacturer, size, part or model or item number, fiber or material content, and care instructions.

**Submittal Requirements:**

A. All bidders, at a minimum, must be able to provide the products or services identified within the specifications of this bid and regularly engage in this type of business.

B. The Suppliers shall comply with the State of New Mexico Procurement Code.

**Bid Pricing List:**

Bidders are encouraged to submit prices for each of the Items shown on the Items List below if they can reliably supply the items, but are not **required** to submit a price for each item in the list. These items are to be purchased at an indefinite quantity at the discretion of the Forestry Division, and any indication of multiple quantities is to be used for

the purposes of this bid only, and is not to be construed as a guarantee of future purchase amounts.

**\*\*\* End of Specifications \*\*\***

**Forestry Division Logo**

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**Name Change:** On both patches, change “State Forestry” to “Forestry Division” (Division name change in 2021).

**Oval Shoulder Patch:** The shoulder patch background is white, the outer edge of the patch, all lettering, the outline of the state of NM, and the pine tree are all in forest green

thread. The Zia symbol is in a yellow thread.

**Law Enforcement Badge Patch:**

Overall background and banner lettering in silver thread. The banners are in forest green thread, and the circle around the eagle is forest green thread. The eagle is in brown thread.

**Items’ Submission Instructions:**

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

**Items are located on our website:** <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>

**Online Submissions:**

***See Items Spreadsheet for 40 Items***

1. Download the Excel spreadsheet from the Buyer Attachments’ page;
2. Enter your bid prices into the Excel spreadsheet;
3. Upload the Excel spreadsheet into the Supplier Attachments’ page.

**NOTE TO BIDDERS**:

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

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