INVITATION FOR BIDS

FOR

GENERAL FACILITY MAINTENANCE SERVICES

As Requested by

THE SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY

IFB No. 2026-07

BID DUE DATE: December 09, 2026, 2:00 p.m.

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SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY (SSCAFCA)

GENERAL FACILITY MAINTENACE SERVICES
IFB No. 2026-07

1. INTRODUCTION

1.1. Overview. Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), a political subdivision of the State of New Mexico, requests competitive sealed bids for general maintenance for SSCAFCA's flood control facilities. SSCAFCA makes no guarantee as to the amount of work to be assigned.

1.2. Scope of Work/Specifications.

The work will consist of activities including, but not limited to, the following items:

- **1.2.1** Vegetation Management – cutting of trees from drainage channels and detention facilities (disposal included).
- **1.2.2** Vegetation Management – removal or trees (including root balls) from drainage channels and detention facilities (disposal included).
- **1.2.3** Vegetation Management – Mowing native vegetation and tumble weeds in drainage channels and detention facilities (disposal included).
- **1.2.4** Remove trash within arroyos and flood control facilities.
- **1.2.5** Painting of SSCAFCA facilities.
- **1.2.6** Complete minor earthwork, including removal of excess sediment and repair of erosion damage
- **1.2.7** Repair existing drainage structures including, but not limited to, concrete removal and replacement, concrete joint sealing, block wall replacement.
- **1.2.8** Construct small concrete or rock structures including, but not limited to, grade structures, rundowns, block walls, rip rap structures, check dams.

COST ESTIMATE PROCEDURES

Work assignments issued are based on inspections performed by SSCAFCA. Work will be performed on a Cost Estimate basis and will be approved by SSCAFCA. The Cost Estimate Form (Appendix C) will be completed by the Contractor and submitted to SSCAFCA for approval. Payment will be based on the cost/hour as listed in the bid proposal. Total cost to be paid will be mutually agreed upon prior to authorizing any work assignment.

SSCAFCA will review the proposal, and if approved, will forward to the Contractor the approved Cost Estimate, which will serve as the "Notice to Proceed".

2. CONDITIONS GOVERNING PROCUREMENT

2.1. Overview. This section of the Invitation for Bids (IFB) contains the schedule for the procurement, describes the major events and milestones and specifies general conditions governing the procurement.

2.2. Schedule of Events. SSCAFCA will make every effort to adhere to the following schedule:

Action	Responsibility	Date	Time
Issue IFB	SSCAFCA	November 22 & 25, 2026	NA
Non-mandatory Pre-bid Meeting	SSCAFCA	November 30, 2026	1:00 PM
Deadline to Submit Written Questions	Potential Bidders	December 3, 2026	5:00 PM
IFB Addenda	SSCAFCA	If applicable, no later than December 4, 2026	5:00 PM
Submission of Bids	Bidders	December 9, 2026	2:00 PM
Bid Opening	SSCAFCA	December 9, 2026	2:00 PM
SSCAFCA Board approval	SSCAFCA	December 17, 2026	NA
Notice of Award	SSCAFCA	December 17, 2026	NA
Finalize Contract	SSCAFCA\Awarded	January 4, 2026	NA

2.2.1 Written Questions. Potential Bidders may submit written questions as to the intent or clarity of this IFB until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact:

Fiscal Services
1041 Commercial Dr. SE
Rio Rancho, NM 87124
ebaca@sscafca.com

2.2.2 Addenda and Communications. If required, addenda will be posted to SSCAFCA's website at the following address: http://www.sscafca.org. It is the responsibility of all potential Bidders to check the website and to ensure that all addenda have been acknowledged on the "Bid Form".

2.2.3 Submission of Bid. All bids must be received by SSCAFCA no later than the date and time specified in the Schedule of Events. Bids received after this deadline will not be accepted. The date and time of receipt will be recorded on each bid. Bids must be hand delivered or mailed to:

Southern Sandoval County Arroyo Flood Control Authority
Chief Procurement Officer
Attention: Erica Baca
1041 Commercial Dr. SE
Rio Rancho, New Mexico 87124

Bidders must submit bids on the forms provided in this Invitation for Bids. An hourly rate must be provided for each item. Failure to do so will deem the bid non-responsive. Hourly rates and unit prices shall not include New Mexico Gross Receipts Tax or local tax. (See NMSA 1978, Section 13-1-82 (1984) & Section 13-1-87 (1987)).

Bids must be submitted in a sealed envelope listing the following information on the outside:

General Facility Maintenance Services
IFB No. 2026-07

SSCAFCA shall not be responsible for bids that are mailed and not received by the time specified in this section. Receipts for hand delivered bids may be issued by SSCAFCA (upon request).

2.2.4 Bid Evaluation. The bids will be opened directly after the deadline for receipt of bids by SSCAFCA personnel. The award of the bid will be to the responsible bidder(s) with the lowest responsive aggregate total of hourly rate bid prices. SSCAFCA reserves the right to award this Price Agreement to multiple vendors.

a. Any applicable preferences shall be applied in accordance with Sections 13-1-21 and 13-1-22, NMSA 1978.

2.2.5 Finalize Contract. The Contract(s) will be finalized with the lowest responsive bidder(s). In the event that mutually agreeable terms cannot be reached, SSCAFCA reserves the right to terminate negotiations with that Bidder.

a. A schedule of equipment rates will be required as part of the final contract.

2.2.6 Protest Deadline. The ten (10) day protest period for Bidders shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the IFB number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

2.3. General Requirements.

2.3.1 Communications initiated by a respondent to this IFB (the "Bidder") with members of the Governing Body or SSCAFCA personnel, other than the point of contact, may be grounds for Bidder disqualification.

2.3.2 Bidders shall carefully read the information contained in this IFB and submit a complete response to all requirements and questions as directed. Incomplete bids may be considered non-responsive and subject to rejection.

2.3.3 Bids and any other information submitted by Bidders in response to this IFB shall become the property of SSCAFCA.

2.3.4 Bids that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by SSCAFCA, at its option.

2.3.5 It is incumbent upon each Bidder to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, through the Point of Contact named above. SSCAFCA will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this IFB, notice may be obtained by accessing our web site. Respondents in their bid must acknowledge receipts of addenda.

It is the responsibility of all potential Offerors to check the website and to ensure that all addenda have been acknowledged on the Bid Form.

2.3.6 A bid may be amended or withdrawn in person at any time **BEFORE** the scheduled due date and time of bids provided a receipt for the withdrawn bid is signed by the Bidder's authorized representative. An amendment must be a complete replacement for a previously submitted bid and must be clearly identified in a transmittal letter signed by the Bidder's authorized representative. SSCAFCA reserves the right to request proof of authorization to withdraw or amend a bid.

2.3.7 All information, documentation, and other materials submitted in response to this IFB are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

2.3.8 SSCAFCA reserves the right to reject any and all bids and re-solicit for new bids, or to reject any and all bids. SSCAFCA makes no representations, written or oral, that it will enter into any form of agreement with any Bidder to this IFB for any project and no such representation is intended or should be construed by the issuance of this IFB.

2.3.9 SSCAFCA may, in the evaluation of bids, request clarification from Bidders regarding their bids, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

2.3.10 Bidder acknowledges and accepts that any expense incurred from the Bidder's participation in this IFB process shall be at the sole risk and responsibility of the Bidder.

2.3.11 SSCAFCA expects the highest level of ethical conduct from Bidders including adherence to all applicable laws regarding ethical behavior. The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 (1984 as amended), imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

2.3.12 After confirming the lowest bid, SSCAFCA will attempt to negotiate final terms of a Contract with such Bidder(s), on such terms as SSCAFCA deems in its best interest. SSCAFCA reserves the right to negotiate all elements of the Contract.

2.3.13 SSCAFCA shall evaluate any potential conflict of interests identified and determine if it is a direct conflict of interest. A direct conflict of interest shall be cause for disqualifying a Bidder from consideration. SSCAFCA's determination shall be final.

3. BID FORMAT AND SUBMISSION REQUIREMENTS

3.1. Number of Copies. Bidder must submit 1 original of its bid in a sealed envelope.

3.2. Bid Format. Bids shall be submitted on the form included in this IFB titled "Bid Form". The form must be completed in its entirety and signed by an authorized representative.

3.2.1 Other Required Documents. The following list of documents must be submitted with the Bid:

a. Certification of comprehensive general liability insurance of at least one million dollars ($1,000,000).

b. Campaign Contribution Disclosure Form. In accordance with the Procurement Code, Section 13-1-28, all prospective contractors who are seeking to enter into a contract with a state agency or local public body (SSCAFCA) are required to file the attached "Campaign Contribution Disclosure Form" with that state agency or local public body, in this case SSCAFCA. This form must be filled out in its entirety and submitted with the bid.

c. Resident Business or Veteran's Resident Business Certificate issued by the New Mexico Tax and Revenue Department must be included with the bid to receive the preference.

4. INSTRUCTIONS TO BIDDERS

4.1. The cost of materials (e.g. paint, fence wire, seed, pipe, etc.) shall not be included in the hourly rates.

4.2. Hourly rates shall include small equipment and tools, labor, supervision, transportation to and from the job site.

BID FORM
GENERAL FACILITY MAINTENANCE SERVICES

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

Addenda No.	Date Issued:

Item	Description	Cost/Hour
1	[1]One person crew	
2	[1]Two person crew	
3	[1]Three person crew	
4	[1]Four person crew	
5	[1]Five person crew	
6	[1]Skid steer / Track loader with operator	

[1]An hourly rate must be provided for each item. Failure to do so will deem the bid non-responsive.

Total Hourly Rate (Sum of items 1-6)	

_____
Bidder's New Mexico Contractor's License No. & Classification(s) (Note: This is not a requirement of the bid but list any licenses you may have.)

Name of Bidder: _____

_____
(Signature) (Title) (Date)

_____
Printed Name & Title of Bidder's Authorized Representatives

_____
Address

Telephone Number _____

(SEAL) If Bid is submitted by a corporation.

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 SSCAFCA.

Appendix A – SSCAFCA Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.l (2006), as amended by Laws of 2007. Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the 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 and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 thing 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 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.

"Family member" means 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.

"Prospective contractor" means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any:

SSCAFCA Board of Directors,
Ronald Abramshe
Cassandra D'Antonio
Eddie Paulsgrove
Maria Isabel Marquez
James F. Fahey, Jr.

(*See disclosures next sheet*)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

Resident/Veterans/Native American Preference Certification(s)

Any applicable preferences shall be applied in accordance with Section 13-1-21 and 13-1-22, NMSA 1978.

New Mexico companies or contractors who wish to obtain a bidding advantage on state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation and Revenue Department.
This preference doesn't apply to contracts that use federal funding.
Under the law, in-state companies and contractors will receive:

- Eight percent of the total weight of all the factors used in evaluating the proposals; and
- The equivalent of eight percent of total points if the state contract is awarded on a point-based system.

Residential and tax information must be certified by certified public accountant.

Veterans' Preference Certification
New Mexico veteran-owned businesses who wish to obtain either a resident veteran business preference or a resident veteran contractor preference must first apply for and obtain certification from the New Mexico Taxation and Revenue Department (TRD). As long as a business initially meets and continues to meet the necessary requirements, a certification issued by TRD is valid for three years from the date of issuance.
A business that has been certified by TRD may obtain a bidding preference when participating in a formal bid process or formal request for proposal process for the sale of goods or services to a New Mexico state or local public body.
Under the new law, in-state veteran-owned companies and contractors will receive:

- Ten percent of the total weight of all the factors used in evaluating the proposals; and
- The equivalent of ten percent of total points if the state contract is awarded on a point-based system.

Native American Preference Certification
Native American member-owned resident business or nation, tribe, or pueblo-owned resident businesses who wish to obtain a bidding advantage on state contracts are required to obtain a valid Native American resident business, Native American resident veteran business, Native American resident contractor, or Native American resident veteran contractor certificate issued by the State Taxation and Revenue Department.

Under the law, Native American-owned companies will receive either an eight percent or ten percent equivalent based on whether they are also a veteran-owned business.

SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY
GENERAL FACILITY MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into this_____day of_____, by and between Southern Sandoval County Arroyo Flood Control Authority, (hereinafter referred to as "SSCAFCA"), and_____(hereinafter referred to as the "Contractor").

WHEREAS, Contractor and SSCAFCA desire to enter into an agreement regarding professional services;

1. Scope of Work

The Contractor shall provide General Facility Maintenance Services listed in Contractor's proposal in response to SSCAFCA IFB 2026-07 attached hereto as Exhibit 1, for SSCAFCA on an "as needed" basis. All work must be pre-approved by the Executive Engineer or his designee. All work pertaining to inspections, work to be done and work completed are required and must be completed prior to payment. Work not completed by the agreed completion date may be grounds for termination. SSCAFCA makes no representation or guaranty on the amount of services, if any, which will be required of the Contractor.

2. Compensation

Compensation for labor will be based upon the Contractor's hourly rates set forth in the Contractor's bid submitted in response to SSCAFCA's IFB 2026-07, which is attached hereto as Exhibit I.

Compensation for equipment will be based upon an equipment rate schedule mutually agreed upon by SSCAFCA and the Contractor and attached as Exhibit 2.

Compensation for necessary materials or rental equipment shall be billed as a cost plus percentage of 10%.

Total compensation shall be based upon a cost estimate prepared by the Contractor using exhibit 3 and approved by SSCAFCA prior to the work being done for each project and service to be provided.

3. Term of Agreement

This Agreement shall be for a period of one (1) year but may be extended annually by the Board of Directors of SSCAFCA for up to three (3) additional years. In no event can this Agreement be extended beyond four (4) years from the date of execution of this Agreement. Continuation of this Agreement for each succeeding year shall be contingent on the availability of funds, and written approval by both parties.

4. Termination

The Agreement may be terminated without cause by either of the parties thereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

5. Status of Contractor

The Contractor and the Contractor's agents and employees are independent Contractors performing services for SSCAFCA and are not employees of SSCAFCA.

6. Assignment

The Contractor shall not assign or transfer any interest in the Agreement or assign any claims for money due or to become due under the Agreement without the prior written approval of SSCAFCA.

7. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of SSCAFCA.

8. Insurance

A. General Conditions

Contractor shall procure and maintain in full force and effect during the life of this Agreement, such insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico, and they shall be in a form satisfactory to SSCAFCA and properly filed and approved by the Superintendent of Insurance, State of New Mexico. The pro-rata cost of required insurance shall be included in the prices bid for the Work and no additional compensation will be made therefore. When Contractor delivers the executed Agreement to SSCAFCA, Contractor shall furnish SSCAFCA copies of certificates of required insurances (or copies of insurance policies if SSCAFCA calls for them). All certificates of insurance (or policies) shall provide that thirty (30) days' written notice be given to the Executive Engineer, Southern Sandoval County Arroyo Flood Control Authority, 1041 Commercial Dr. SE, Rio Rancho, NM 87124, before a policy is cancelled, materially changed or not renewed. Various types of required insurance may be written in one or more policies. The certificates of insurance and endorsements for each policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. SSCAFCA reserves the right to require complete, certified copies of all required insurance policies at any time.

B. Approval of Insurance

The Contractor shall not begin any work under this Agreement until the required insurance has been obtained and the proper certificates (or policies) are filed with SSCAFCA. Neither approval nor failure to disapprove certificates, policies or the insurance by SSCAFCA shall relieve Contractor of full responsibility to maintain the required insurance in full force and effect.

C. Commercial General Liability Insurance

1. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000 combined single limit of liability for bodily injury, including death and property damage in any one occurrence. Said policies of insurance must include coverage for all operations performed for SSCAFCA by Contractor, including coverage for collapse (C), explosion (X), and underground (U) liability coverage, coverage for the user of all owned, non-owned, hired automobiles, vehicles, and other equipment both on and off work, and contractual liability coverage which shall specifically insure the indemnification provisions of this Agreement.

D. Workmen's Compensation Insurance

Contractor shall comply with the provisions of the Workmen's Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. Contractor shall procure and maintain during the life of this Agreement, complete Workmen's and Employer's Liability Insurance in accordance with New Mexico law and regulations. Such insurance shall include coverage permitted under NMSA 1978 Section 52-1-10 (1989), for safety devices. With respect to Workmen's Compensation Insurance, if Contractor elects to be self-insured, he shall comply with the applicable requirements of law. If any portion of the Work is sublet, Contractor shall require the Subcontractor similarly to provide such coverage (or qualify as a self-insured) for all latter's employees to be engaged in such Work. Contractor shall save harmless SSCAFCA's officers, agents, and employees from any claims or actions occasioned by failure of Contractor to comply with the provisions of this subparagraph. It is agreed that with respect to all Workmen's Compensation Insurance, the Contractor and its insurer shall waive any right of subrogation it may acquire against SSCAFCA's officers, agents, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of this Agreement.

E. Increased Limits

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-27 (1976 as amended)), SSCAFCA may require Contractor to increase the maximum limits of any insurance required herein. In the event that Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

9. <u>Records and Audits</u>

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered if hourly services are being provided. These records shall be subject to inspection by SSCAFCA. SSCAFCA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of SSCAFCA to recover excessive and/or illegal payments.

10. Release

The Contractor shall, upon final payment of the amount due under the Agreement, release the officers and employees and SSCAFCA from all liabilities, claims and obligations whatsoever arising from or under the Agreement. The Contractor agrees not to purport to bind SSCAFCA, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. Confidentiality

Any information provided to or developed by the Contractor in the performance of the Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of SSCAFCA.

12. Product of Service; Copyright

Nothing produced, in whole or in part, by the Contractor under the Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

13. Conflict of Interest

The Contractor warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

14. Amendment

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by both parties.

15. Merger

This Agreement incorporates all of the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents is valid or enforceable unless embodied in this Agreement.

16. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

17. Waiver

No waiver or any breach of this Agreement or any of the terms or conditions hereof shall be held to be a waiver or any other subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

18. Notice

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 (1984 as amended), impose Civil and Criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

19. Equal Opportunity Compliance

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

20. Multiple Counterparts

The Contract will be executed in multiple counterparts, each of which will be deemed to be an original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first written above.

SOUTHERN SANDOVAL COUNTY
ARROYO FLOOD CONTROL AUTHORITY

Date:_____ By: _____
Ron Abramshe
Chairperson, Board of Directors

Contractor:

Date:_____ By: _____

Title: _____

Federal I.D. Number

_____

Taxpayer Identification Number

_____

SSCAFCA GENERAL MAINTENANCE SERVICES (GMS) CONTRACT
COST ESTIMATE FOR WORK UNDER

Facility: _____ Submitted By: _____ Estimate Date: _____

Facility ID: _____ Work Order #: _____

Labor

Work Order Item #	Task Description	Crew Size (Men)	Labor Hours	GMS Labor Rate	Task Cost Labor
1					
2					
3					
				Subtotal Labor costs:	

Equipment

WO Item #	Equipment Type	Equip. Hours	GMS Equip. Rate	Equip Cost
			Subtotal Equipment Cost	

Materials and Supplies

WO Item #.	Material	Qty	Unit Cost	Material Cost
			Subtotal Material and Supplies Cost	

Subtotal Labor: $_____

Subtotal Equipment:$_____

Subtotal Materials: $_____

Tax:_____

Total Monthly Estimate: $_____

Total Estimate: $_____

Signature:_____