

San Juan College

BID DOCUMENT

ITB 26-06636 Methane Detection and Compliance Services

Bid Number: ITB 26-06636

Closing Date: 05/27/2026 14:00:00 MT

4601 College Blvd., Room 1100
Farmington, New Mexico, 87402
Telephone: (505) 566-3511
Fax: (505) 566-3075

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REFERENCE ONLY

I. Introduction

San Juan College is inviting bids (ITB) from qualified offerors to provide a handheld methane detection and compliance device applicable to regulatory requirements under Environmental Protection Agency (EPA) New Source Performance Standards Subpart OOOOa, OOOOb, and OOOOc, as well as Subpart W obligations.

A. Buyer Information

Buyer	Jesse Felix
Phone	(505)566-3511
Procurement Number	ITB 26-06636
Legal Advertisement Date	05/17/2026 MT
Freight Terms	FOB Destination Freight Included
Payment Terms	Net 30 Days
Number of Responses Required	One (1), Using the College's Online Procurement System
Is Procurement for a Public Works Project?	No, Section II.C.4. Paragraphs 39 & 61 SHALL NOT APPLY.

B. Bid Requirements

San Juan College (College) is requesting competitive sealed bids with the intent of entering into a price agreement for requested Materials and Services as indicated in the Scope of Work (SOW) in section IV.A. All potential Offerors are to read, understand and accept the requirements of this Procurement. Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this procurement may result in the submitted bid being declared non-responsive.

The purchase of Materials and/or Services awarded under this Procurement are subject to the College's Terms and Conditions as well as all statements contained within this Document. All terms and conditions of the Procurement shall remain unchanged for the duration of any resultant agreement(s) and shall supersede and take precedence over any Offeror agreement forms. Unless agreed to in writing by the College, additional or different terms proposed by the Offeror are hereby rejected.

This Invitation to Bid (ITB) is issued under, and all bids submitted in response to this ITB, shall be subject to the State of Mexico Procurement Code, §13-1-21 through §13-1-199 NMSA 1978, and §1.4.1 NMAC.

Any and all clarifications of instructions, specifications, scopes, requirements, terms and conditions, insurances, bonds, bid preparation, etc. shall be made only by the Buyer listed above. All requests for clarification or exceptions to instructions, terms and conditions, specifications, requirements, scopes, insurances, bonds, bid preparation, etc. must be made in writing, addressed to the Buyer listed above, issued through the College's Online Procurement System, and submitted no later than five (5) business days prior to the bid closing date, or as indicated on the Online Procurement System. If appropriate, in the College's sole judgment, the

College's Purchasing Department may issue a written addendum which shall thereafter become part of this ITB. No oral interpretations shall be binding upon the College unless reduced to a written addendum issued by the College's Purchasing Department prior to the bid closing date and time.

Each Offeror, by submitting a response, represents that he/she has read and completely understands the procurement documents and agrees to abide by the terms of this procurement and any resulting agreement. Failure of the selected Offeror to fulfill the provisions of this document shall in no way relieve the obligation of the Offeror to furnish all services necessary to carry out the provisions of the agreement.

General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the College and will result in disqualification of the Offeror's bid. Offerors must provide a brief written statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternative wording.

Section II.C.5. Terms and Condition Acceptance Form Including any addenda, the terms, conditions and specifications contained in this document (Section II.C) along with any attachments and the Offeror's response(s) are hereby incorporated into all Purchase Orders issued as a result of this procurement. The College reserves the right to negotiate with the awarded Contractor's provisions in addition to those stipulated in this document. The contents of this document, as revised and/or supplemented, and the successful Offeror's bid will be incorporated into the resulting contract. Should an Offeror object to any of the College's terms and conditions (Section II.C), the Offeror must propose specific alternative language, in writing, that would be acceptable to the College by stating the requested changes in the Terms and Conditions acceptance form Section II C.5. The Purchase Order terms and conditions located on the College's Purchasing webpage (www.sanjuancollege.edu/purchasing) are an equal and integral part of this procurement and are listed in Section II.C.3. (If not applicable, Section II.C.3. will not be included in this document).

The College is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement(s) unless such understanding or representation is included in the procurement document or in subsequent written addenda or responses provided to all proposers by the College's Purchasing Department. The College is responsible only for that which is expressly stated in the solicitation document and any authorized addenda thereto. Any and all costs incurred by the Offeror in preparation, transmittal or presentation of any bid or material submitted in response to the procurement shall be borne solely by the Offeror.

Offeror shall not be deemed to be an employee of the College and is responsible for federal and state payroll and service taxes including, but not limited to, social security, unemployment and gross receipts taxes. Costs incurred to, but not identified, by the Offeror in the performance of services required by this solicitation shall be borne at the Offeror's expense and shall not be charged to the College.

The Offeror declares that the amount and nature of the services to be provided are understood and that the nature of his/her bid is in strict accordance with the conditions set forth and is a part of this procurement and that there shall at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The Offeror, in submitting a bid, represents that he/she is an equal opportunity employer, and shall not discriminate with regard to race, religion, color, national origin, or sex in the performance of this contract.

The Offeror hereby proposes to provide the services and materials bid on, F.O.B. Destination Farmington, New Mexico, at the unit prices quoted herein after notice of bid award.

Offerors may be disqualified and their bids may not be considered for, among other reasons, any of the following specific conditions:

1. Reasonable belief that collusion exists among the Offerors.

2. Reasonable grounds for believing that any Offeror is interested in more than one bid for the work contemplated.
3. The Offeror's interest in any litigation against the College.
4. The Offeror is in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, inexperience, lack of equipment, questionnaires, etc.
6. Uncompleted work which, in the judgment of the College, may prevent or hinder the prompt completion of additional work if awarded.

Unless this provision is waived by the College, the College shall not make payment until the Awarded Offeror has been given a Purchase Order Number, has furnished properly detailed invoices, materials and services, and has otherwise complied with College's Purchasing Department procedures.

In the case of a default by the successful Offeror, the College may procure services and materials from other sources and hold the Offeror responsible for any excess cost occasioned thereby.

Except for supplies or components which the specifications specifically state need not be new, all supplies and components provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair usefulness or safety), shall be of current productions, and shall be the most suitable grade for the purposes intended. Should at any time during the performance of this contract the Awarded Offeror believe that furnishing supplies or components which are not new is necessary or desirable, he/she shall notify the College's Senior Purchasing Director immediately, in writing, and shall include the reasons therefore and shall propose any consideration which may flow to the College if authorization to use said supplies or components is granted.

Offerors shall have no claim against the College for failure to obtain information made available by the College which the Offeror could have remedied through the exercise of due diligence.

All bids and related documents are subject to the "Inspection of Public Records Act," Chapter 14, Article 2, NMSA 1978.

C. Definition of Terminology

"Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against this agreement.

"Award" means the final execution of the agreement document.

"Business Hours" means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time,

whichever is in effect on the date given.

"Buyer" means the individual appointed by the College CPO to oversee this procurement. OR any person or designee authorized by San Juan College to enter into or administer contracts and make written determinations with respect thereto.

"Close of Business" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

"College" or **"the College"** means San Juan College.

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

"Contractor" means any business having a contract with a state agency or local public body.

"CPO" means Chief Procurement Officer of San Juan College

"Determination" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" means the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

"HR" means Human Resources

"ITB" means Invitation to Bid

"Mandatory" means the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's bid.

"Minor Technical Irregularities" means anything in the bid that does not affect the price quality and quantity or any other mandatory requirement.

"Mountain Time (MT)" means Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property to more than one Offeror.

"Offeror" means any person, corporation, partnership, or firm who chooses to submit a bid.

"Online Procurement System" means Biddingo, the cloud-based software utilized by the College for posting and evaluating procurement documents as well as contract Award Notification.

"Procuring Agency" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

"Responsible Offeror" means an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that his/her financial resources, production or service

facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the bid.

"Responsive Bid" means a bid which conforms in all material aspects to the requirements set forth in the Invitation to Bid (ITB). Material aspects of an Invitation to Bid include, but are not limited to price, quality, quantity or delivery requirements.

"SJC" means San Juan College.

"Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror's company.

"TBD" To Be Determined.

"User Contact" is the person designated by the College to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

II. Conditions Governing the Procurement

This section contains the schedule, description, and the terms and conditions governing this procurement.

A. Sequence of Events

The Buyer will make every effort to adhere to the following schedule, however, the timeline is subject to change.

EVENT	DATE DUE & TIME
1. Issue ITB	05/17/2026 MT
2. Pre-bid Conference	Not applicable for this procurement
3. Deadline to Submit Questions	05/20/2026 14:00:00 MT
4. Response to Written Questions	Four Days Following "Deadline to Submit Questions"
5. Submission of Bid	05/27/2026 14:00:00 MT
6. Oral Presentation(s) / Interviews	Not applicable for this procurement
7. Notice of Intent to Award	TBD
8. Protest Deadline	15 days following Notice of Intent to Award
9. Board Approval	TBD
10. Finalize Contractual Agreement	TBD
11. Award Contract	TBD

B. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II.A, above.

1. Issuance of ITB

This Procurement is being issued on behalf of the College.

2. Pre-Bid Meeting Not Applicable for this Procurement

3. Deadline to Submit Written Questions

Between the time of issuance of this procurement and the question submission deadline, interested firms are encouraged to post any questions or requests for clarification regarding this procurement or the scope of the work using the College's Online Procurement System. Only questions submitted in writing using the Online Procurement System will be answered. All submitted written questions and their answers will be summarized in the form of an Addendum to this procurement. ***Verbal questions/discussions will have no binding effect.***

4. Response to Written Questions

Written responses to written questions will be posted on the College's Online Procurement System for the benefit of all Offerors. The College's Online Procurement System will notify all document takers when an addendum is posted for this Procurement.

5. Submission of Bid

Bids must be submitted using the College's Online Procurement System. The due date and time are identified in the College's Online Procurement System and are identified as the "Bid Closing Date". All offers must be fully uploaded and received by the Bidding System before the Bid Closing Date and Time. The Bidding System will not accept any offer submitted late. The Bidding server is the official clock. All responses must be submitted for receipt by the Bidding System before the "Bid Closed in" countdown clock reaches 0 Days 00:00:00. according to §13-1-116 NMSA 1978, the contents of bids shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this procurement. In this context, awarded means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Oral Presentation(s) Not applicable to this procurement

7. Notice of Intent to Award

The contract shall be awarded to the Offeror (or Offerors) whose bid(s) are most advantageous to the College. The award is subject to appropriate Department and College approval. This Contract will not become effective until all required approvals are granted.

8. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this ITB, according to §13-1-172 NMSA 1978, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this ITB. The fifteen (15) calendar day protest period shall begin on the day following the notice of intent to award and will end at 5:00 pm Mountain Time on the 15th day. Protests must be written and must include the name and address of the protestor and the ITB number. The protest must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed

below. The protest must be delivered to:

Protest Manager ITB 26-06636
Purchasing Department
4601 College Blvd.
Farmington, NM 87402

Protests received after the deadline will not be accepted.

9. Board Approval

Date the Evaluation Committee's recommended selection of Offeror(s) will be presented to the College Board for their approval to move forward.

10. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this procurement will be finalized with the most advantageous Offeror(s) as per schedule Section II. A Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the College's Purchasing Department. If the College is unable to negotiate a Contract with the Apparent Awardee that it believes, in its sole discretion, is fair and reasonable, it will terminate negotiations with that firm and begin negotiations with the next highest-scored Offeror without undertaking a new procurement process.

11. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the College Procurement office will award as per the schedule in Section II.A, Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the College.

C. Terms and Conditions

Only the Terms and Conditions that apply to this procurement will be included in this section. Any reference in this procurement document to a section of the T&Cs that is not included should be disregarded.

C.1. General Requirements

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement in section C.5 below.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any bid or material submitted in response to this Procurement shall be borne solely by the Offeror. Any cost incurred

by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Amended Bids

An Offeror may submit an amended bid before the deadline for receipt of bid. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The College personnel will not merge, collate, or assemble bid materials.

4. Offeror's Rights to Withdraw Bid

Offerors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The Offeror must submit a written withdrawal request addressed to the Buyer and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the bids is governed by the applicable Procurement regulations.

5. Disclosure of Bid Contents

a. Bids will be kept confidential until negotiations and the award are completed by the College. At that time, all bids and documents pertaining to the bids will be open to the public, except for material that is clearly marked proprietary or confidential. The Buyer will not disclose or make public any pages of a bid on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

b. Proprietary or confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid.

c. Confidential data is restricted to:

- i. confidential financial information concerning the Offeror's organization;
- ii. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA 1978.
- iii. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the College Purchasing Department or the College shall examine the Offeror's request and make a written determination that specifies which portions of the bid should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the bid will be so disclosed. The bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

6. No Obligation

This Procurement in no manner obligates the College or any of its departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

7. Termination

This Procurement may be canceled at any time and any and all bids may be rejected in whole or in part when the College determines such action to be in the best interest of the College.

8. Sufficient Appropriation

Any contract awarded as a result of this Procurement process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the Contractor. The College's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

9. Legal Review

The College requires that all Offerors agree to be bound by the General Requirements contained in this Procurement. Any Offeror's concerns must be promptly submitted in writing to the attention of the Buyer.

10. Governing Law

This Procurement and any agreement with an Offeror which may result from this Procurement shall be governed by the laws of the State of New Mexico.

11. Basis for Bid

Only information supplied, in writing, by the College through the Buyer or in this Procurement should be used as the basis for the preparation of Offeror's bid.

12. Contract Terms and Conditions

The contents of this Procurement, as revised and/or supplemented, and the successful Offeror's bid will be incorporated into and become part of any resultant contract.

The College discourages exceptions from the contract terms and conditions. Such exceptions may cause a bid to be rejected as nonresponsive when, in the sole judgment of the College (and its evaluation team), the bid appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial bid rewrite to correct.

Should an Offeror object to any of the terms and conditions in any resultant Procurement contract strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The College may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Contract are not acceptable to the College and will result in disqualification of the Offeror's bid.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the Procurement process (the Procurement process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the Procurement process (the Procurement process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and condition are accepted by the Offeror.

13. Offeror's Terms and Conditions

Offerors must submit with the bid a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the College. Please see Section II.C.1.15 for requirements.

14. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the Procurement process, that is, the Procurement process prior to selection as successful Offeror), will be discussed only between the College and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's bid.

15. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this Procurement. The Evaluation Committee will reject the bid of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in §13-1-83 and §13-1-85 NMSA 1978.

16. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the Procurement. This right is at the sole discretion of the Evaluation Committee.

17. Change in Contractor's Representatives

The College reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the College, adequately meeting the needs of the College.

18. Notice of Penalties

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

19. College's Rights

The College in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's bid.

20. Right to Publish

Throughout the duration of this Procurement process and contract term, Offerors and contractors must secure from the College written approval prior to the release of any information that pertains to the potential work or activities covered by this Procurement and/or College contracts deriving from this Procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's bid or removal from the contract.

21. Ownership of Bids

All documents submitted in response to the Procurement shall become property of the College.

22. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of the contract resulting from this Procurement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the College.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without procuring College's written permission.

23. Electronic mail address required

A large part of the communication regarding this Procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

24. Use of Electronic Versions of this Procurement

This Procurement is being made available by electronic means. In the event of conflict between a version of the Procurement in the Offeror's possession and the version maintained by the College, the Offeror acknowledges that the version maintained by the College shall govern. Please refer to: <http://www.biddingo.com/sjc>

25. New Mexico Employees Health Coverage

a. If the Offeror 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, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

b. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

c. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://BeWellnm.com> - Your Health Insurance Marketplace in New Mexico.

d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

26. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Exhibit A, as a part of their bid. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

27. Letter of Transmittal

Offeror's bid must be accompanied by the Letter of Transmittal Form located in Exhibit E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- a. Identify the submitting business entity.
- b. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (b) above).
- d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding bid content.
- e. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- f. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- g. Be signed by the person identified in paragraph b above.

28. Pay Equity Reporting Requirements

- a. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- c. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

29. Disclosure Regarding Responsibility

- a. Any prospective Contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

- i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
- ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

- 1. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
- 2. violation of Federal or state antitrust statutes related to the submission of offers; or
- 3. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

iii. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

iv. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

- 1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- 2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- 3. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

b. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

c. The Contractor shall provide immediate written notice to the College Buyer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

d. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

e. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the College Buyer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the College Buyer or Senior Purchasing Officer may terminate the involved contract for cause. Still further the College Buyer or Senior Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the College Buyer or Senior Purchasing Officer.

30. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offerors must include a copy of their preference certificate with their bid. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

- a. New Mexico Business Preference
- b. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this Procurement.

The College shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this Procurement includes federal funds.

C.2. Standard Terms and Conditions

1. Acknowledgment of addenda

Email notifications are sent to prospective Offerors on addenda and are made available for inspection using the College's Online Procurement System. Offeror's responding to the College's Procurement are required to click the "Confirm" check box agreeing to the statement, "I (the vendor) have fully checked and accept all the Amendments issued" by the Bidding System. No bids can be submitted until this check box is selected and all required responses have been completed. If the Offeror submits a bid, and a new addendum is issued, then it is the Offeror's responsibility to resubmit their offer confirming agreement to any new addenda.

2. Addresses for notices

Any notice required to be given or which may be given under this Procurement or any resultant contract or agreement shall be in writing and delivered in person or via first class mail to San Juan College, Purchasing Department, 4601 College Blvd., Farmington, NM 87402.

3. Award of bids

The College reserves the right to award this bid based on any evaluation criteria contained herein; to reject any and all bids or any part thereof, and to accept the bid that is most advantageous to the College, taking into consideration the evaluation factors set forth in this Procurement. Any/all award(s) made as a result of this Procurement shall have the following precedence of documents:

- a. If applicable, the mutually agreed to and fully executed Agreement with terms and conditions as mutually agreed between the Parties. If no Agreement is required or executed, the College's Purchase Order shall control.

- b. This Procurement Document, Scope of Work, Minimum Qualifications, and Terms and Conditions.
- c. Offeror's bid response to this Procurement.

4. Awards

If applicable as stated in the Scope of Work/Specifications, Section IV, the College reserves the right to make multiple awards of the items, projects and/or sections of this Procurement.

5. Cancellation

The College reserves the right to cancel without penalty this Procurement, any resultant agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of the College.

6. Changes/Alterations after award

Changes or alterations after the award can only be made if agreed to in writing by the College. All Change Orders must have detailed supporting documentation included.

7. Change in Offeror's representatives

The College reserves the right to request a change in Contractor representatives if the assigned representatives are not, in the opinion of the College, meeting its needs adequately.

8. Confidentiality

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

9. Contract

An agreement in the form of a mutually agreed to and fully executed Contract and associated documents between the College and a Contractor shall be considered the binding Agreement/Contract. "Contract" and "Agreement" may be used interchangeably. In the event of any inconsistent or incompatible provisions, the mutually agreed to and fully executed Contract shall take precedence. The Contract shall not be construed to create a contractual relationship of any kind between the College and any Contractor's subcontractor or any lower-tier subcontractor.

10. Damage and security of College property

The Contractor shall be responsible for all damage to persons or property that occurs as a result of their fault or negligence, or that of any of their employees, agents and/or subcontractors. Contractor shall save and keep harmless the College against all loss, cost, damage, claims, expense or liability in connection with the performance of the resultant Agreement. Any equipment or facilities damaged by the Contractor's operations shall be repaired and/or restored to their original condition at the Contractor's expense, including but not limited to cleaning and painting. The Contractor shall be responsible for security of all its equipment and for the protection of work done under the resultant price agreement until final acceptance of the work.

11. Delivery

Delivery is an important consideration and may be a factor in determining the award. Please state your earliest delivery date in the space provided on the response form. Delivery to be made to San Juan College Receiving, 4601 College Blvd., Farmington, NM 87402, unless otherwise specified.

12. Delivery delays

If after award, the Contractor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule, the contractor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Contractor of its contractual obligations. However, failure to notify the College promptly will be a basis for determining the Contractor responsibility in an otherwise excusable delay.

13. Digital acceptance

The response must be digitally accepted by an authorized representative in order for bid to be considered responsive. Digital Acceptance of Standard Terms and Conditions in Section II.C.5. must be provided. Any suggested changes to our Terms and Conditions must also be provided within the comments section. (II.C.5. Accept Terms and Conditions Form)

14. Discrepancies

If any Offeror is of the opinion that the Procurement specifications as written preclude them from submitting a response to this Procurement, it is specifically requested that the Offeror's opinion be made known to the Buyer, in writing, at least seven (7) days prior to the established Procurement closing date.

15. Disruption of normal activity

All work shall be performed so as not to interfere with normal College activities. When it is necessary to disrupt normal activities, the schedule of work and the areas to be affected must be approved by the College's authorized representative prior to commencement of the work.

16. Employee certification

The Contractor and all Contractor's employees utilized on the work to be performed under this Procurement must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Procurement. The Contractor shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this Procurement.

17. Equipment required

The Contractor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Procurement except as otherwise noted in the specifications.

18. Errors

The College is not liable for any errors or misinterpretations made by the Offeror responding to this Procurement. No advantage shall be taken by Offerors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Offeror's bid may, at the sole discretion of the College, be cause for disqualification. Each Offeror is responsible for ensuring that all information provided in its bid is accurate and complete in its entirety.

19. Exclusive rights

Under no circumstances shall this Agreement be construed or deemed to be a contract whereby the College grants Contractor exclusive right to furnish the College its needs or requirements for services described herein.

20. Force Majeure

Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.

21. Governing law

This Procurement and the resultant price agreement will be interpreted and governed by the Laws of the State of New Mexico.

22. Inspections

The Contractor shall be responsible for securing at its own expense all required inspections to comply with Federal, State, and/or local regulations governing the work performed under this Procurement. The College will inspect all work done under this Procurement to verify compliance with specifications contained herein. The Contractor shall call for all required inspections and have a representative present at all inspections.

23. Indemnification

Except as otherwise provided by law, neither the College nor Contractor shall be required to indemnify the other for its own negligence. Each party shall provide its own defense and be liable for its own negligence should a claim of liability based upon either negligence or intentional act be made by any third party against the College or Contractor or both. The College shall not be required to name Contractor as an additional named insured on any insurance policy now in place or which may be in force during the term of this agreement. The College will require Contractor to name the College as an additional named insured on any policy now in force or which may be in force during the term of this agreement. The College will provide a Certificate of Insurance upon the written request of Contractor.

24. Insurance requirements

The successful Offeror(s) will be required to carry insurance meeting the requirements in Attachment A, "INSURANCE REQUIREMENTS" or as noted in the specifications. The successful Offeror(s) shall submit all applicable Certificate(s) of Insurance to the appropriate Buyer prior to commencing work under any resultant price agreement. Insurance must remain in effect for the entire term of the resultant price Agreement and must be extended to coincide with any future price agreement extension. NOTE: The successful Offeror shall agree to comply with state laws and rules pertaining to workers' compensation insurance for its employees. If the successful Offeror fails to comply with the Workers' Compensation Act, all applicable rules, and provide required insurance, the resultant contract may be canceled effective immediately.

25. Late submissions

Late submissions of bids will not be considered. The College's Online Procurement System will not accept

any bids submitted after the bid closing date and time.

26. Modifications

Only modifications received prior to the bid closing date and time will be accepted. No modifications by Offerors will be accepted following the opening of the received bids. Technical clarifications of the offer may be requested by the Buyer following the opening of the received bids.

27. New materials required

If this Procurement requires the Awarded Offeror to provide tangible goods, then all materials and equipment delivered and/or installed under this Procurement shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment (unless otherwise specified in the supplementary bid terms and conditions). Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the items shall be submitted to the College's authorized representative.

28. Non-disclosure agreement

The successful Offeror(s) may be required to sign a Non-Disclosure Agreement (NDA). If applicable to this Procurement, see Attachment D for a Sample Non-Disclosure Agreement that would be used for this purpose. Attachment D will not be included in the Procurement document package if it is not applicable to the Procurement.

29. Offeror's terms and conditions

The College discourages exceptions from the contract terms and conditions as set forth in the Procurement. Such exceptions may cause a bid to be rejected as nonresponsive when, in the sole judgment of the College, the bid appears to be conditioned upon the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial bid rewrite to correct. Should an Offeror object to any of the terms and conditions as set forth in the Procurement strongly enough to propose alternate terms and conditions in spite of the above, they must submit with the bid a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the College. Examples of this may include Offeror's License Agreements, Service Agreements, etc.

30. Official online Offeror response

Offerors shall use only the official online Exhibits included in this procurement and complete the responses using the College's Online Procurement System. Typically, this includes **Exhibit A**: Campaign Contribution Disclosure Form, **Exhibit B**: Sample contract, **Exhibit C**: Debarment/Suspension Status & Non-Collusion Affidavit, **Exhibit D**: New Mexico Employees Health Coverage Form, **Exhibit E**: Letter of Transmittal Form, **Exhibit F**: Resident Business/Resident Veteran's Certification and **Exhibit G**: W-9 Form. Submission of recreated or alternative responses to these exhibits by means of uploading file attachments with modified versions of these Exhibits is not allowed and will render the Offeror's response as being non-responsive. Non-responsive offers may not be considered for award. Any modification to the **Exhibit C** form, other than filling in the form fields, is not acceptable and will render the Offeror's response as being non-responsive.

31. Option to renew

The College reserves the option to renew the resultant agreement, contingent upon fiscal funding, as

provided for within §13-1-150 NMSA 1978, if such renewal is found to be in the best interests of the College. Renewal options will be exercised in increments of one-year terms unless otherwise agreed to by both parties.

32. Ownership of material

During the term of any resultant agreement, ownership of all data, material, and documentation originated and prepared by the Contractor for the College shall belong exclusively to the College.

33. Packaging

Packaging of materials shall be suitable to ensure that the materials are received in an undamaged condition. All material returns will be at the Contractor's expense.

34. Payment discounts

The College will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the highest ranked Offeror.

35. Performance and payment bonds

Performance and Payment bonds shall be required for Public Works projects. If required, Performance and Payment Bonds shall be listed as a requirement in Attachment A, Insurance Requirements. The Performance Bond and Payment Bond, covering materials and labor, each in the amount of 100% of any resultant price agreement cost is required. The bond must be executed by the successful Offeror with a surety company authorized to do business in New Mexico or other suitable sureties approved by the New Mexico State Board of Finance. The performance and payment bonds must be received by the Buyer issuing the award within 14 days of the award. Performance and Payment bonds must meet the requirements of §13-4-18 NMSA 1978.

36. Period for bid acceptance

The Offeror agrees, if their response is accepted within 90 calendar days of the closing date, to furnish the goods and services at the prices set forth in their response, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in disqualification of the Offeror's bid. An additional time period may be requested elsewhere in this Procurement.

37. Potential costs unspecified

The Offeror shall include in its bid all goods, material and labor costs that it knows or should know will be required to complete the work under this Procurement including any goods, materials, labor or other costs that are not specifically identified in the specifications of this Procurement. All such costs shall be identified in detail in the bid response.

38. Procurement Under Existing Contracts

New Mexico law allows other governmental entities within the State of New Mexico to contract, in accordance with 13-1-129 NMSA 1978, for services, construction or items of tangible personal property, with Contractor under the terms contained in the Agreement. Should that occur, the College will not be a party to any engagements entered into pursuant to this paragraph. Contractual engagements accomplished under this provision shall be solely between Contractor and the contracting entity with no obligation by the

College, its Board, and/or employees.

39. Public information

All information, except that marked as confidential, will become public information at the time that the bid is awarded. Offerors must identify confidential information by typing, "CONFIDENTIAL" at the beginning of any confidential information portion(s) of the response and at the end of the confidential information the Offeror must type, "END OF CONFIDENTIAL INFORMATION." Offerors wishing to do so must specify in the response the specific rule of law that authorizes non-disclosure of a record. The College will review this to make a determination whether the request is valid or not. Price and information concerning the specifications cannot be considered confidential.

40. Purchase order terms and conditions

The College's Purchase Order Terms and Conditions shall be an equal and integral part of this Procurement if Section C.3. is included within this procurement document.

41. References may be required

Offeror may be requested to furnish the minimum number of references requested herein. Failure to submit the information may result in your bid being considered non-responsive. Offeror, by furnishing these references, agrees to allow the College to contact any person or organization listed, and to utilize information obtained in the evaluation of the bid response.

42. Releases

Upon final payment of the amount due under the terms of the resultant agreement, the Contractor shall release the College, its officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The Contractor agrees not to purport to bind the College to any obligation not assumed herein by the College unless the College has expressly authorized the Contractor to do so and then only within the strict limits of that authority.

43. Replacement parts

If this procurement requires the Awarded Offeror to provide tangible goods, then the quality of all replacement parts shall be equal or greater than the quality of the original parts being replaced. All replacement parts shall be new unless otherwise agreed to in writing.

44. Reports and information

At such times and in such forms as the College may require, there shall be furnished to the College such detailed statements, records, reports, data and information, as the College may request pertaining to matters covered by all resultant agreements to this Procurement.

45. Procurement opening

Bids will be opened on the due date and time specified on the Online Procurement System. This is a public opening and Contractors are invited to attend at 4601 College Blvd. Room 1100, Farmington, NM 87402.

46. Procurement specifications, terms and conditions part of contract

This Procurement along with its attachments will be considered to be part of any resultant contract, price agreement and/or purchase order and is to be incorporated by reference.

47. Residential preference

In evaluating Procurements for purchases over \$60,000 using State funds, New Mexico Resident Preference will be used in compliance with §13--1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. Federal law prohibits the use of New Mexico Resident Preference when the expenditure involves Federal funds. Offerors requesting New Mexico Resident Preference must upload into the College's Online Procurement System a current valid Preference Certificate as issued by New Mexico Tax and Revenue. This form shall be uploaded in response to **Exhibit F**.

48. Responsible Offeror

The College reserves the right per §13-1-83 NMSA 1978, to conduct any investigations deemed necessary to determine the responsibility of a Offeror (i.e., prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the Procurement). Offeror shall provide audited financial statements if requested by the College.

49. Responsiveness of bids

Offerors are hereby expressly instructed that all bids in response to this procurement shall meet all specifications and requirements of this Procurement per §13-1-85 NMSA 1978.

50. Services agreement

The Award made to the successful Offeror(s) may include an appropriate AIA Services Agreement, if applicable to the Procurement, that would be used as the basis for this Agreement.

51. Severability

If any provision of the resultant agreement is found invalid or unenforceable, the remainder of any resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

52. States and local ordinances

The Contractor shall perform work under any resultant price agreement in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Contractor. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Contractor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

53. Status of Offeror

The Offeror/Contractor is an independent contractor performing services for the College and neither Contractor nor its agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of College vehicles, or any other benefits, prerequisites or

allowances normally afforded only to employees of the College. The Contractor acknowledges that all sums received under the resultant agreement are personally reportable by the Contractor for income, self-employment and other applicable taxes.

54. Subcontractors

Any work subcontracted by the Contractor shall require the prior written approval of the subcontractor by the College.

55. Submissions of samples/drawings/literature

It may be necessary to test samples or have demonstrations to make an award. All samples, when required, shall be furnished free of expense to the College. Returns shall only be made at the Offeror's request and expense. Procurement samples or descriptive literature should not be submitted unless expressly requested. Should Offeror submit unsolicited samples or descriptive literature, it shall be at the Offeror's own risk.

56. Submittals

To submit an offer on the goods or services specified, the Offeror must provide online responses to the scope of work/services, specifications, and evaluation criteria contained herein using the College's Online Procurement System. Mailed, Telegraphic / Facsimile, electronic mailed (email), or other Bid/Procurement submittals other than those made using the College's Online Procurement System WILL NOT be accepted or considered for award.

57. Taxes

The College is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on Materials, except construction materials used by the Contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in any base price bid. Applicable taxes shall be excluded from the evaluation of the offer.

58. Technicalities

The College reserves the right to waive any technical irregularities in the form of the response form the highest ranked Offeror which do not alter price, quality or quantity of the services, construction or items of tangible personal property bid.

59. Withdrawal of bids

Bids may be withdrawn by the Offeror at any time prior to the Procurement due date and due time.

60. Workmanship/cooperation

All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Contractor will cooperate with the College and other Contractors and coordinate its work involving other contractors through the College's authorized representative.

C.3. Purchase Order Terms and Conditions

1. Acceptance of order

Any purchase order entered into under an Invitation to Bid (ITB) Price Agreement incorporates by this language all the terms and conditions, specifications, and addenda of that Invitation to Bid and by accepting payment under this purchase order, the Supplier agrees to and accepts all terms and conditions, specifications, and addenda of the Invitation to Bid.

2. Modification

No modification of this order shall be effective without the Buyer's written consent. No course of prior dealings, no usage of the trade, and no course of performance shall be used to modify, supplement, or explain any terms used in this order.

3. Termination

Concerning undelivered goods or unperformed services, by written, telegraphic, or oral notice confirmed in writing, the Buyer reserves the right to terminate this order at any time. For continuation of the services contemplated by this Purchase Order, the term of the Purchase Order shall be contingent upon the budgeting and appropriation of funds by the San Juan College Board of Trustees.

4. Delivery

Time is of the essence in this order and if delivery of conforming goods or performance of conforming services is not completed by the time(s) promised, the College reserves the right, in addition to its other rights and remedies, to cancel this order, to reject such goods or services in whole or in part upon reasonable notice to Supplier and/or to purchase substitute goods or services elsewhere and charge Supplier with any loss incurred. Any provisions herein for the delivery of goods or performance of services by installments shall not be construed as making the obligations of the Supplier severable. Shipments sent C.O.D. without the College's written consent shall not be accepted and shall be at the Supplier's risk.

5. Price

Unless authorized in writing by the Buyer, the College shall not be billed at prices higher than stated herein. The Supplier represents that the prices charged for the goods or services covered by this order are the lowest prices charged by the Supplier and that such prices comply with all applicable laws and government regulations in effect at the time of quotations, sale, delivery, and performance. The Supplier agrees to notify the Buyer of any price reduction made in goods or services covered by this order after the date hereof and before delivery or performance and agrees that any such reduction will apply to this order.

6. Contingencies

Failure of either party to perform hereunder, in whole or in part, occasioned by an act of God or the public enemy, fire, explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstances of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and

whether or not the demands of the employees involved are reasonable and within the affected party's power to concede, or compliance with any order or request of any governmental officer, department, agency or committee, shall not subject said party to any liability to the other party. At the College's option, the period specified for delivery of goods or performance of service hereunder shall be extended by the period of delay occasioned by any such circumstance, and deliveries or services omitted (or portions thereof) shall be made or performed during such extension, or the total ordered hereunder shall be reduced by that portion of the goods or services which Supplier is unable to deliver. The provisions of this paragraph shall be effective notwithstanding that such circumstance shall have been operative at the date of this order.

7. Warranties

In addition to all warranties established by law, the Supplier hereby warrants and agrees that:

- a. All goods and services covered by this order shall conform to the specifications, drawings, samples, or other descriptions furnished or adopted by the College, and shall be merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. The College shall have the right of inspection and approval, and, if defective or not in compliance with the College's specifications, may, in addition to its other rights and remedies, reject and return goods or require re-performance of services at the Supplier's expense. Defects shall not be deemed waived by the College's failure to notify the Supplier upon receipt of goods, completion of services, or by payment of invoice.
- b. Without the College's prior written consent, no disclosure, description, or other communication of any sort shall be made by the Supplier to any third person or entity regarding the College's purchase of goods or services, nor any details and characteristics thereof. Anything furnished to the Supplier by the College under this order, including without limitation, samples, drawings, patterns, and materials, shall remain the property of the College, shall be held at the Supplier's risk, and shall be returned upon completion of the work. Moreover, without the College's prior consent in writing, no disclosure or reproduction of the aforementioned in any form shall be made.
- c. All goods delivered under this order, and manner of delivery thereof, shall conform to standards established for such goods and delivery by any applicable federal, state, provincial, or local laws or regulations.
- d. Except for goods produced to the College's drawings or specifications, the use or sale of any goods delivered hereunder, or any part thereof, shall not infringe any adverse valid existing patent.
- e. The foregoing warranties, including construction projects, shall survive acceptance of goods and performance of services hereunder.

8. Loss in transit and environmental responsibility

Title and risk of loss in transit shall not pass to San Juan College until delivery (or to the carrier designated by the College in cases where shipment is made F.O.B. Supplier's shipping point) by all applicable federal, state, provincial, or local laws or regulations, including but not limited to, U.S. Department of Transportation and U.S. Environmental Protection Agency regulations for hazardous substances, is completed. Until completion of delivery, the College shall not be liable for any discharge, spill, or other incident, including but not limited to

expenses for any clean-up costs, involving any materials transported hereunder.

9. Marking

The Supplier shall mark each package or shipment clearly with San Juan College's name and address, as indicated on the face of this document, its contents, and this purchase order number.

10. Assignment

Without prior written consent of the College, assignment of this order, of any interest herein, or of any money due, or to become due hereunder, shall be void.

11. Governing law

This order shall be governed by the laws of the State of New Mexico including the New Mexico Uniform Commercial Code. Unless otherwise indicated by the context, whenever a term used in this order is used in the New Mexico Commercial Code, the definition contained therein is controlling as to the meaning of the term.

12. Forum

Since, among other things, the College has a principal office in the State of New Mexico, in connection with any controversy arising hereunder, the parties hereto agree to submit to the jurisdiction of the New Mexico District Court for San Juan County.

13. Employees, insurance, indemnification

- a. In performing services hereunder, Supplier is, and undertakes performance thereof, as independent contractor with sole responsibility for all persons employed in connection therewith, including, without limitation, exclusive liability for the payment of all Federal, State, and local Unemployment and Disability Insurance and all Social Security and/or other taxes and contributions payable in respect of such persons, from and against which liability Supplier agrees to indemnify, exonerate, and hold harmless San Juan College.
- b. Before the commencement of any services hereunder, the Supplier shall provide to the Buyer certificates of insurance evidence that the Supplier has purchased, and during the term of the Agreement shall maintain, insurance as detailed in Attachment A.
- c. Supplier's protective liability shall be subject to all applicable rules of such premises including those for safety and fire protection.
- d. Should the College or Supplier visit the other's premises such shall do so at their own risk.
- e. Concerning oil pollution or any other pollution damage whatsoever, the Supplier warrants that he/she shall comply with all existing financial capability, responsibility, security like laws, regulations, and/or other requirements of local, state, provincial, and federal governments. Supplier agrees to protect, defend, indemnify, exonerate, and hold the College harmless from and against any suits, claims, liabilities, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action, or any other obligations arising out of, or in any manner connected with, incidents involving bodily injury, death, property damage, or any violation or alleged violation of any federal, state, provincial, or local law or regulation.

14. Payment terms and discounts

Payments shall be paid to the Supplier within 30 days contingent upon the following:

- a. Application of payment discounts, if considered to be in the best interest of the College.
- b. From the date of receipt by the College of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the College.
- c. That the Supplier has provided the goods and/or accomplished the services to the satisfaction of the College. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees, are the responsibility of the Supplier.

15. Compliance with the law and San Juan College's rules

- a. San Juan College is exempt from payment of gross receipts tax on materials but is subject to such tax on services, including construction projects defined in §7-9-3.4 NMSA 1978.
- b. The taxable status of any sale of materials or services must be determined by the Supplier's legal counsel or tax consultant. Invoices rendered for additional taxes after the bid award will not be honored.
- c. Reference is hereby made to §13-1-191 NMSA 1978 that any bribes, gratuities, or kickbacks of any type are expressly forbidden and such acts may be subject to civil penalty.
- d. If this order shall require the presence on the College's premises of the Supplier's employees, subcontractors, or others under the Supplier's control, the Supplier shall comply with all applicable governmental regulations and rules of the College's premises, encompassing without limitation, those relative to environmental quality including safety and fire prevention. Except for that equipment specified in this order as being furnished by the College, the Supplier shall at all times provide all equipment that is used in the performance of this purchase order, including all equipment to ensure the safety of all employees, subcontractors, or others under Supplier's control.

C.4. Software Terms and Conditions

C.4. Software Terms and Conditions

1. INSPECTION AND AUDIT:

The College may inspect, at any reasonable time, any part of the Contractor's plant or place of business, which is related to the performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies, or services furnished. Final inspection of products and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to the College's rights under this paragraph.

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. The contractor shall maintain detailed records of all materials or supplies delivered to the College under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. The College shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude the College from recovering excessive, erroneous, or illegal payments previously made to the Contractor.

2. WARRANTIES:

The contractor warrants the Software Licensing and Software Maintenance services furnished to be as specified

in this order and to be in compliance with any specification incorporated herein and with any samples furnished by the Contractor. If defects are found, the Contractor shall remedy the defect to the College's satisfaction within a mutually agreed remedy period. If the defect is not resolved within the remedy period, the College may cancel the order for cause, and the Contractor shall reimburse the College for the pro-rated use of the Software Licenses, Maintenance, and 100% of all installation fees. All applicable UCC warranties, express and implied, are incorporated herein.

3. ACCEPTANCE AND REJECTION:

If before final acceptance, any materials, supplies, or service are found to be defective or not as specified, or, if the College is entitled to revoke acceptance of them, the College may reject or revoke acceptance, require Contractor to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at the College's option. The contractor shall reimburse the College for all incidental and consequential costs related to unaccepted materials, supplies, or services. Notwithstanding final acceptance and payment, the Contractor shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive the College's right to claim damages for breach.

4. ASSIGNMENT:

This order is assignable by the College. Except as to any payment due hereunder, this order is not assignable by the Contractor without written approval of the College.

5. CHANGES:

The College may make changes within the general scope of this order by giving notice to the Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Contractor shall be recognized without written approval of the College. Any claim of the Contractor for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of the Contractor's notification of such change unless the College waives this condition. All change orders must be supported by detailed documentation including any quotes to support pricing changes. The College reserves the right to participate in the evaluation of any quotes gathered by the Contractor concerning all change orders. Nothing in this paragraph shall excuse the Contractor from proceeding with the performance of the order as changed hereunder.

6. TERMINATION AND DELAYS:

The College, by written notice stating the extent and effective date, may terminate this order for convenience in whole or in part, at any time. The College shall pay the Contractor as full compensation for performance until such termination; the unit or pro-rata order price for the delivered and accepted portion; provided, however, compensation hereunder shall in no event exceed the total order price. Such an amount will be limited to the Contractor's actual cost and may not include anticipated profits. The College may terminate this order by written notice in whole or in part for the Contractor's default if the Contractor refuses or fails to comply with the provisions of this order, or fails to make progress to endanger performance and does not cure such failure within a reasonable period. In such event, the College may otherwise secure the materials, supplies, or services ordered, and the Contractor shall be liable for damages suffered by the College, including incidental and consequential damages. If, after notice of termination, the College determines the Contractor was not in default, or if the Contractor's default is due to failure of the College, termination shall be deemed for the convenience of the College. The rights and remedies of the College provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this paragraph, the word "Contractor" includes the Contractor and its sub-suppliers at any tier.

7. AFFIRMATIVE ACTION:

The contractor shall not discriminate about hiring, termination, or other incidents of employment based on race, sex, national origin, religion, age, or handicap. Contractor agrees to:

- a. adheres to the principles outlined in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for handicapped

persons, minority group persons, and women;

b. takes affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment;

c. communicates this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large;

d. provides the College on request a breakdown of the labor force by ethnic group, sex, and job category; and

e. discusses with the College its policies and practices relating to its affirmative action program.

8. INDEMNIFICATION AND INSURANCE:

The contractor assumes the entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any actual or alleged claim sustained or alleged to have been sustained in connection with or arising out of the performance of the work by the Contractor, its agents, employees, subcontractors, or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the College. In any event, the College's liability shall be subject to the limitations of the New Mexico Tort Claims Act. The contractor shall indemnify and hold harmless the College, its officers, agents, and employees from any liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged claim and shall pay any damage costs and expenses including attorney's fees, in connection with or resulting from such suit or action. The contractor agrees that it and its subcontractors will maintain insurance as detailed in Attachment A and will maintain workers' compensation coverage covering all employees performing this order.

9. PATENT AND COPYRIGHT INDEMNITY:

The contractor shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, the Contractor shall indemnify and hold the College harmless from any cost, expense, damage, or loss resulting therefrom.

10. DISCOUNTS:

Any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice is received by the College's Accounts Payable Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. PENALTIES:

The Procurement Code, §13-1-28 NMSA 1978 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

12. DELIVERY:

Licensing shall be passed hereunder to the College at the F.O.B. point specified subject to the right of the College to reject upon inspection. For any exception to the delivery date specified, the Contractor shall give prior notification and obtain approval from the College's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time. If after the award, the Contractor becomes aware of possible problems that could result in a delay in the agreed-to delivery schedule; the contractor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this Article will be interpreted as relieving the Contractor of its contractual obligations. However, failure to notify the College promptly will be a basis for determining the Contractor's responsibility in an otherwise excusable delay.

13. PAYMENT CHARGES:

Late payment charges shall be paid in the amount and under the conditions stated in §13-1-158 NMSA 1978.

14. OTHER APPLICABLE LAWS:

Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state, or local law, ordinance, rule, or regulation shall be deemed to be incorporated herein.

15. OSHA REGULATIONS:

The Contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this procurement. **ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS.** The contractor shall defend, indemnify, and hold the College free and harmless against any claims, loss, liability, and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs, and attorney fees.

16. DEBARMENT/SUSPENSION:

In performing the services and/or furnishing the goods specified within this purchase order, the Contractor certifies that it is not suspended, debarred, or declared ineligible from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor receives a notice of proposed debarment or suspension from the Executive Branch of the Federal Government, any State agency or local public body.

17. APPLICABLE LAW:

Each party acknowledges that the New Mexico Procurement Code, §13-1-28 through §13-1-199 NMSA 1978, as amended, applies to every College's purchase or contract agreement of tangible personal property, services, and construction, including participation made under this purchase order. Further, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of its employees or agents and that the liability of the College shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, §41-4-1 through §41-4-27 NMSA 1978, as amended.

C.5. Terms and Conditions Acceptance Form

This Procurement is subject to the "Terms and Conditions" of this ITB.

Please complete the Response form for this section (see below):

- a. Should the Offeror agree with the Terms and Conditions, click the "Yes" button and enter "N/A" in the comment section.
- b. Should the Offeror disagree with the Terms and Conditions, click the "No" button and enter the requested changes to the Terms and Conditions. The Offeror must be specific which Terms and Conditions, what the change is and what the effect will be.

Please note that if the Offeror's changes to the Terms and Conditions are not acceptable to the College, the College could determine its bid "non-responsive".

It is the responsibility as an Offeror to ensure its bid response is correct and accurate. By submitting a bid, the Offeror acknowledges any and all addenda, and it is the Offeror's responsibility to ensure its bid corresponds with any and all addenda.

Item Number	Item Name	Response	Requested Changes, or N/A if Terms and conditions are accepted.
1.			

D. College's Policies

1. COVID-19:

Effective February 18, 2022, masks will no longer be required at any San Juan College location. All requirements by the NM Department of Health (NMDOH) will continue to be followed by San Juan College. Additionally, certain guidelines provided by the NMDOH specifically require individuals to wear masks when experiencing symptoms or after testing positive for COVID-19. Individuals who elect to continue to wear masks are, of course, free to do so. For more information, please visit the NMDOH website <https://www.nmhealth.org/>.

2. Smoke, Tobacco, & Vape Free Campus:

Effective January 1, 2020, the College is a smoke-, tobacco-, and vape-free campus. The College is committed to maintaining a healthy environment in which to learn, work, and visit. The use of any and all tobacco products including but not limited to cigarettes, e-cigarettes, vape pens, chewing tobacco, and related products on all College property locations and at all College events is prohibited. For the purpose of this policy, College property includes inside and outside College buildings, inside College vehicles and rental vehicles, on College grounds, in privately owned vehicles on College property, and at College events. (College Board Policy 903, 12/03/19)

E. Prohibited Contacts

The Offeror, including any person affiliated with or in any way related to the Offeror, **is strictly prohibited from any Contact with members of the College Board of Trustees, Evaluation Committee or College staff on any matter having to do in any respect with this procurement other than as outlined herein.** Questions and requests for information regarding this procurement, site visits or other requirements shall be presented to the College as prescribed in this procurement. **Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the College, result in disqualification and rejection of any bid.**

III. Submittal

In response to this Procurement, Offerors shall submit only one bid.

A. Submittal Instructions

1. Submitting an online response

All responses must be submitted using the College's Online Procurement System (www.biddingo.com/sjc)

2. Other submissions are not allowed

The following types of submission responses to the College's Solicitation issued through the College's Online Procurement System are NOT allowed, will NOT be accepted, and CANNOT be considered for award.

- a. Submissions printed on paper format and sent to the College by mail or courier
- b. Faxed submissions
- c. Electronically mailed (email) submissions
- d. Any type of submission made other than those using the College's Online Procurement System

3. Closing (due) date and time

All responses must be received by San Juan College on or before the **Closing Date** and **Time** listed on the College's Online Procurement System.

4. Late responses

Bids/Proposals received after the closing date and time will not be accepted by the College's Online Procurement System.

5. Note

The College's Online Bidding/Procurement Response System uses the Internet and the World-Wide Web which comprises systems that are completely out of the College's control including, but not limited to, the College, its employees, and registered suppliers' respective internet service providers. The College, its employees, and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and/or user errors. It is the Offeror's responsibility to complete all Exhibits fully and submit the online response with sufficient time to ensure that it is received by the College's Online Procurement System on or before the closing date and time.

BID RESPONSES SUBMITTED BY CONTRACTORS AND/OR VENDORS MUST BE COMPLETELY AND SUCCESSFULLY UPLOADED INTO THE COLLEGE'S ONLINE PROCUREMENT SYSTEM PRIOR TO THE CLOSING DATE/TIME. RESPONSES THAT DO NOT COMPLETELY AND SUCCESSFULLY UPLOAD INTO THE COLLEGE'S ONLINE PROCUREMENT SYSTEM PRIOR TO THE CLOSING DATE/TIME WILL NOT BE ACCEPTED. THE COLLEGE STRONGLY SUGGESTS THAT OFFERORS SUBMIT THEIR OFFERS AT LEAST ONE (1) TO TWO (2) DAYS PRIOR TO THE PROCUREMENT CLOSING (DUE) DATE/TIME.

NOTE: THE BIDDING ONLINE PROCUREMENT SYSTEM DOES NOT ALLOW ANYONE (including the College's Purchasing Department staff) TO VIEW BIDS OR PRICING PRIOR TO THE PROCUREMENT CLOSING, SO PLEASE FEEL FREE TO SUBMIT YOUR RESPONSE EARLY.

6. Required submittals

To respond concerning the goods or services specified herein, use the College's Online Procurement System to complete the information requested in the spaces provided on the Online response forms provided. Offeror must also complete Section V. Attachment C. Cost Response Form.

7. Completing online forms

All blank spaces, check boxes, and Radio Buttons for bid prices, manufacturer's name and product number offered, delivery, warranty, etc., must be entered using the College's Online Procurement System.

- a. **Mandatory fields:** Mandatory Fields in the Exhibits are marked with a **red** asterisk. All mandatory fields must be completed before the Offeror will be able to submit his/her Online Response.
- b. **Corrections:** The Offeror can make corrections at any time prior to the ITB closing date and time.
- c. **Withdrawing an online offer:** Online procurement Responses may be withdrawn at any time prior to the time and date set for procurement closing. Offers may not be withdrawn after the procurement Closing Date and Time.
- d. **Offeror questions:** All questions must be submitted using the College's Online Procurement System.
 - 1. **DEADLINE:** All questions must be received on or before the deadline listed in the College's Online Procurement System. No questions will be accepted after the closing date and time.
 - 2. Do not send questions via email.

8. Invitation to bid opening:

Procurement Response openings are public events. Offerors are invited to attend: 4601 College Blvd. East Classroom Complex, lower level, Room 1100, Farmington, NM 87402

9. Acceptance:

The College reserves the right to accept or reject any or all responses and to waive technical irregularities.

B. Submittals

Mandatory Submittals: Offeror responses missing any of these MANDATORY submittals will be declared NONRESPONSIVE.

Attachment A: Insurance Requirements

Attachment B: Cost Response Form

Attachment C: Background Check

Attachment E: Pay Equity Reporting

Exhibit A: Campaign Contribution Disclosure form

Exhibit B: Sample Contract

Exhibit C: Debarment/Suspension Status & Non-Collusion Affidavit

Exhibit D: New Mexico Employees Health Coverage form

Exhibit E: Letter of Transmittal form

Nonessential Submittals:**Attachment D:** Non-Disclosure Agreement**Exhibit F:** Resident Business or Resident Veterans Preference

Any business wishing to receive the preference must complete and sign the attached form to ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended). Offeror must include a copy of his/her preference certificate.

Exhibit G: W-9 Form**IV. Specifications****A. Detailed Scope of Work****BACKGROUND AND PURPOSE:**

San Juan College, located in Farmington, NM, is seeking qualified vendors to provide a handheld methane detection and compliance device applicable to regulatory requirements under Environmental Protection Agency (EPA) New Source Performance Standards Subpart OOOOa, OOOOb, and OOOOc, as well as Subpart W obligations. The Farmington, NM region is situated within one of the most active oil and gas producing basins in the country, making regulatory compliance and emissions monitoring a matter of both operational and environmental significance for the instructional facilities associated with San Juan College School of Energy training programs and industry operators.

The purpose of this solicitation is to procure a technology-driven, EPA-approved handheld methane detection device that supplements or significantly enhances existing tools utilized in Leak Detection and Repair (LDAR) programs. San Juan College targets a solution that optimizes or reduces costs, minimizes labor requirements, ensures accurate detection visibility into emissions events, and maintains automated, audit-ready documentation for regulatory reporting.

SCOPE OF WORK**1. EPA-Approved for LDAR Alternative Test Method Compliance**

The vendor shall provide a handheld methane detection device that is approved by the U.S. EPA as an alternative test Method for use under the following regulatory frameworks:

- Subpart OOOOa (Standards of Performance for Crude Oil and Natural Gas Facilities for which Construction, Modification, or Reconstruction Commenced After September 18, 2015)
- Subpart OOOOb (Standards of Performance for New, Reconstructed, and Modified Sources in the Crude Oil and Natural Gas Sector)
- Subpart OOOOc (Emissions Guidelines for Existing Sources in the Crude Oil and Natural Gas Sector)
- Subpart W (Petroleum and Natural Gas Systems Greenhouse Gas Reporting Requirements)

The vendor must supply documentation confirming EPA approval or acceptance of the proposed methodology, including all applicable test certifications, performance evaluations, and technical basis documents. The system must be capable of fulfilling the monitoring and reporting obligations specified under each applicable subpart without the need for supplemental legacy-based LDAR activities, unless otherwise required by regulation.

2. Supports a Cost-Effective Compliance Program

San Juan College expects the proposed solution to meet emission detection and repair requirement as well as use for documentation of repaired leaks. The proposed device should provide a reduction in total compliance program costs when compared to existing or conventional legacy devices utilized for LDAR programs.

The Vendor shall:

- Identify specific cost drivers addressed by the proposed technology, including labor, equipment mobilization,

and required training,

- Describe any subscription, licensing, hardware lease, or service model options available that contribute to cost containment

3. Methane Detection Thresholds and Accuracy

The solution must meet required methane detection capabilities integrated with a cloud-connected reporting infrastructure. Specific requirements include:

- Methane detection sensors capable of identifying leaks at a minimum detection threshold of 0.5 grams per hour
- Demonstrated detection accuracy on par with infrared Optical Gas Imaging cameras verified by METEC or equivalent organization
- Combines a quantitative methane concentration and a wind sensor for emission rate quantification
- Data upload delivery via email, text message, dashboard alert, or equivalent digital communication channel

4. Reduced Labor Requirements

A core objective of this procurement is to support a sustainable reduction in labor and transportation costs associated with leak detection and repair. The device should enable a reduction or provide more efficiency in documenting completed repairs associated with overall emissions monitoring and compliance program management. The vendor shall describe:

- The degree to which the system automates data collection, aggregation, and preliminary analysis without requiring continuous on-site technician presence
- Staffing requirements for system operation, calibration, maintenance, and data review compared to equivalent legacy LDAR program staffing levels
- Training requirements for San Juan College personnel who will interact with the system, including estimated hours and delivery format (on-site, virtual, or self-paced)

5. Automated Digital Recordkeeping and Compliance Documentation

San Juan College requires a solution that generates and maintains complete, audit-ready compliance records with minimal manual data entry. The vendor shall provide a cloud-based recordkeeping platform and total cost to include a minimum of 1-year of any required subscription or access services that includes the following capabilities:

- Automated generation of compliance tags, inspection records, and emissions event logs that satisfy the documentation requirements under applicable EPA subparts
- One-click or similarly streamlined report generation functionality that produces formatted output suitable for regulatory submission or third-party audit review
- Secure storage of all compliance records in a cloud-based environment with role-based access controls and data backup protocols
- Timestamped records for all detection events, notifications, acknowledgments, and corrective actions taken
- Data retention capabilities that meet or exceed the minimum recordkeeping periods required under applicable federal regulations
- Export functionality in standard formats including PDF, CSV, and XML for submission to regulatory agencies and internal review purposes

6. System Delivery, Integration, and Commissioning

The vendor shall deliver the handheld methane detection device to San Juan College School of Energy at 5301 College Blvd., Farmington, NM. This includes:

- Assistance to School of Energy personnel to effectively and efficiently operate the handheld methane device via initial training; vendor shall state anticipated amount of time to deliver start-up training.
- Training on Integration of handheld device with the cloud platform and configuration of all user-facing dashboards and alert settings
- Commissioning testing to verify that the system performs to specification prior to formal acceptance by San Juan College

7. Ongoing Maintenance, Calibration, and Technical Support

The vendor shall provide a maintenance and support program for the handheld emissions detection device.

Requirements include:

- A preventive maintenance plan covering calibration, firmware updates, hardware inspections, and component

replacement

- Response time commitments for corrective maintenance in the event of sensor failure, communication outage, or platform downtime
- A dedicated technical support contact available to San Juan College personnel during normal business hours, with after-hours emergency support provisions
- Documentation of sensor calibration records in a format accessible to San Juan College and available for regulatory review
- Notification to San Juan College of any planned system updates, platform changes, or regulatory methodology revisions that may affect compliance status

8. Regulatory Compliance Monitoring and Reporting Assistance

The vendor also shall supply the following supports:

- Updates to the system methodology or reporting protocols in response to changes in EPA regulations, without additional cost to San Juan College where such updates are necessitated by regulatory revision
- Device technology compliance personnel to assist San Juan College staff in responding to regulatory inquiries or audits related to the handheld methane detection device Vendor shall state anticipated response times for assistance.

9. Deliverables

The vendor shall provide the following deliverables as part of this contract:

- Fully commissioned and operational handheld methane detection device and cloud reporting system with a minimum of 1-year of any required subscription or data access fees.
- User training materials and completion records for up to three (3) San Juan College personnel

Original attached file(s)

Seq.	File	Description	Required
1	Attach Methane Detection SOW compliance document.docx	Offerors must upload their response document indicating how the solution they offer meets requirements	Required

Attachment A. Insurance Requirements

Before commencement of Work, the AWARDED Offeror ("Contractor") shall furnish San Juan College ("College") one copy of each of the Certificates of Insurance required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of insurance carried by the Contractor and all subcontractors. The contractor shall either include or require each subcontractor to procure and maintain said insurance. The Certificates of Insurance shall be on the current ACORD form or other forms acceptable to the College, signed and dated by a person authorized by that insurer to bind coverage on its behalf and licensed or approved to do business in the state of New Mexico. The insured name and address must match the legal name on the Agreement and W9 forms. Certificate(s) must include the insurance agent's name, address, and phone number and the Contractor's name and address, plus policy number(s) and period(s); types/descriptions of coverage; policy limits; special instructions or terms of coverage (additional insured, waivers of subrogation, identification of project or operations concerning the certificate being issued). Certificates must identify the College as the certificate holder. Insurers must carry AM Best ratings of "A- (Excellent)" or better. Such certificates shall also contain the following statements:

1. San Juan College, its Board of Trustees, officers, agents, employees, and volunteers are listed as additional insured.

2. The insurance coverage certified shall not be canceled or materially changed except after forty-five (45) days written notice to the College. If the insurance company refuses to provide notice, the Contractor shall notify the College within seven (7) days' notice of the insurer's refusal.

3. Waiver of Subrogation in favor of San Juan College.

For this procurement, the Contractor shall purchase and maintain the following types and limits: Required types of insurance will be marked with an X; those not marked are not required for this project.

[X] Section 1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

1.1 Worker's Compensation insurance as required by applicable state law for all of the Contractor's employees engaged at the site referred to in this procurement. If any portion of the work is to be sublet, the Contractor shall require the sub-contractor similarly to provide such coverage (or qualify as self-insured) for the latter's employees to be engaged in such work.

1.2 Employer's Liability at \$500,000 for each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

[X] Section 2. (COMMERCIAL) GENERAL LIABILITY

Coverage for premises & operations; personal injury; advertising injury; products & completed operations;

2.1 \$1 million for each occurrence of bodily injury and property damage

2.2 \$2 million general aggregate

2.3 \$1 million products liability/completed operations aggregate

2.4 \$1 million personal and advertising injury

2.5 \$50,000 fire legal

2.6 \$5,000 medical payments

2.7 \$1 million pollution (each loss & when applicable)

2.8 \$2 million pollution liability (total all losses & when applicable)

[] Section 3. AUTOMOBILE LIABILITY

Required if driving onto College controlled or owned property.

3.1 \$1 million commercial/business, each accident for bodily injury and property damage for all owned, leased, hired, non-owned, employee-owned vehicles and other equipment both on and off work premises. Must include personal injury protection when applicable.

a. If driving personal vehicles, drivers must carry appropriate state-required personal insurance, Proof of personal coverage is not required but that does not excuse or eliminate the requirement.

3.2 \$100,000 minimum Truck Cargo Legal Liability including theft (when applicable)

3.3 If removing pollutants/hazardous materials, coverage must include auto exposure for transportation including auto pollution endorsements and Motor Carrier Act endorsements.

[] Section 4. BUILDER'S RISK /INSTALLATION FLOATER

[] 4.1 Builders Risk at a minimum of full project cost per project.

[] 4.2 Installation Floater (no actual building alterations) for materials and/or equipment installed in existing structures or infrastructure to include theft, faulty workmanship, mechanical or electrical damage during testing and labor costs to repair damaged work and soft costs; flood and earthquake coverage.

[] Section 5. DRONE INSURANCE

For all owned, hired, and non-owned equipment, (not applicable if drones are not being used on this project or location).

5.1 \$1 million minimum extended to bodily injury, property damage, personal injury, and advertising injury.

[] Section 6. CRIME/EMPLOYEE DISHONESTLY

Required if Contractor has access to valuable property or equipment, confidential or personal information, on-site or remote access to computer network and data, collects money or other forms of payment, or makes payments for Owner.

6.1 \$1 million per loss.

[] Section 7. POLLUTION LIABILITY

Required when the scope of work includes hazardous materials, environmental hazards exist, or as requested. Coverage to include bodily injury, property damage (including natural resource damage), cleanup costs, removal, storage, disposal, and/or use of pollutants, and defense, including costs and expenses from investigation, defense, or settlement of claims. Including sudden and gradual pollution conditions from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. If removing pollutants, auto liability with auto pollution endorsements and Motor Carrier Act Endorsement and any local, state, and federal requirements.

7.1 \$1 million per loss | \$3 million aggregate.

Coverage continues during the reporting and discovery period three (3) years from when work is completed.

[X] Section 8. PROFESSIONAL LIABILITY (Errors & Omissions)

8.1 \$1 million per occurrence/claim per policy year \$3 million aggregate.

If "claims made", coverage must include claims made during the policy period and reported within three (3) years of Agreement termination except for construction (including design-build Agreements) which must extend five (5) years. Insured names and addresses must match the information provided in the Agreement unless insurance is in an individual's name; if the latter, please explain the person's relationship (Engineer, Consultant, etc.) to the Agreement.

[] Section 9. NETWORK SECURITY/PRIVACY LIABILITY/CYBER SECURITY

9.1 \$5 million.

Including but not limited to computer or network system attacks; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access and use of computer systems; privacy liability; and breach response coverage. Breach response sub-limits of at least fifty (50%) of the liability limit.

[] Section 10. PROFESSIONAL LIABILITY for Information Technology including Cyber Risk

10.1 \$1 million each claim/loss | \$2 million aggregate for projects under \$500,000

10.2 \$5 million each claim/loss | \$5 million aggregate for projects over \$500,000

10.3 If "claims made" must cover claims made during the policy period and reported within three (3) years of termination of the Agreement. If on an occurrence basis, coverage must continue for an additional one (1) year following the termination of the Agreement. Insured names and addresses must match the information provided in the Agreement unless insurance is in an individual's name; if the latter, please explain the person's relationship (Engineer, Consultant, etc.) to the Agreement.

[X] Section 11. TECHNOLOGY ERRORS & OMISSIONS

11.1 \$5 million. Including defensive costs.

If on a "claims made" basis must be in place at least three (3) years after the project completion or termination of the Agreement.

[] Section 12. UMBRELLA LIABILITY (Excess Liability)

If available or as requested.

[] Section 13. PERFORMANCE AND PAYMENT BOND

Required when the total project cost is \$25,000 or more. The Contractor shall provide surety bonds, from a

company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Performance and Payment Bonds shall be equal to 100% of the awarded contract amount.

GENERAL:

1. The College requires all insurance policies to be on a primary, non-contributory basis with other insurance coverages and/or self-insurance carried by the College.
2. The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies. Failure to comply during the term of the Agreement is considered a material breach of the Agreement and is cause for immediate termination of the Agreement at the College's discretion.
3. The College reserves the right to reduce, increase, or waive requirements on a case-by-case basis.
4. The College is not liable for any damage or loss of the Contractor's personal property.
5. By requiring this insurance, the College does not represent that coverage and limits are necessarily adequate to protect the Contractor or limit its liability. Failure of the College to demand proof of insurance or other evidence of full compliance with these insurance requirements or failure of the College to identify a deficiency is not a waiver of the Contractor's obligation to maintain such insurance. Neither the College's approval nor failure to disapprove certificates, policies, or insurance relieves the Contractor of full responsibility to maintain required insurance in full force and effect.

Original attached file(s)

Seq.	File	Description	Required
1	Sample Acord Insurance Form.pdf	Attach Offeror's Certificate(s) of Insurance here.	Required

Attachment B. Cost Response Form

Cost response shall not include taxes. Upon bid acceptance and contract award, the successful Offeror shall itemize the proper sales taxes on all invoices submitted in addition to the accepted bid amount. As a NM Local Public Body, the College is Tax exempt under NM type 9 NTTC (Non-Taxable Transaction Certificate). The College is exempt from taxes on tangible property, with the exception of Construction projects.

Details of the cost provided may be attached to exemplify how all aspects of the SOW are accounted for.

Basis of Award: Award of ITB will be to the Offeror(s) with the lowest bid which meets specifications.

Item Number	Item Name	UOM	Quantity	unit Price
A.	Device Solution	Package	1.00	

Attachment C. Background Check

Requirements for Criminal Background and Sex Offender Checks

Concerning all persons employed or contracted by the Offeror to perform services under this Service Agreement (including subcontractors), the Offeror warrants that pre-employment or pre-contracting criminal background and sex offender registry checks have been conducted at its own expense on all personnel directly performing services under this Agreement (which shall include but not be limited to, all such persons who shall come onto College premises in the performance of their duties or tasks). The Offeror shall be responsible for ensuring that federal, state, and county of residence criminal and sex offender background checks are conducted on all personnel so employed or contracted and shall exclude from any direct participation in the performance of the services any dishonest, unreasonably dangerous, or otherwise unqualified persons. The criminal background and sex offender checks must and shall demonstrate that workers have no convictions or pending criminal charges that would render any worker unsuitable for regular contact with minors. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses. The Offeror shall abide by all applicable laws, rules, regulations, and/or any equal opportunity laws, rules, regulations, or ordinances. The Offeror agrees to defend, indemnify, and hold harmless the College, its officers, directors, and employees for any claims, suits, or proceedings alleging a breach of this warranty.

Offeror shall provide a narrative describing the firm's background check process/procedure; should include pertinent information regarding the background checks such as frequency, type of check, and evaluation criteria for determining "acceptable" or "passing" background checks, which could include the internal policy and procedures associated with Qualified Personnel's background checks.

Offeror must notify the College's Department of Public Safety, (505) 566-4444, of any issues regarding background check results.

The narrative and a statement of concurrence are required and must be included in the Offeror's submittal.

Original attached file(s)

Seq.	File	Description	Required
1	Background Check.docx	Attach narrative and statement of concurrence here.	Required

Attachment D. Non-Disclosure Agreement

Does not apply to this procurement.

Attachment E. Pay Equity Reporting

The Offeror must agree with the requirements of reporting as defined in Section II.C.1.31. A statement of

concurrence with this requirement must be included in the Offeror's submitted proposal. Out-of-state Offerors who have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state Contractor, fulfilled directly by the out-of-state Contractor, and not passed through a local Contractor. However, such out-of-state Offerors must still submit a statement of concurrence which reads as follows:

“Offeror concurs with the Pay Equity Reporting as defined in Section II.C.1.31. If the Offeror should be successful, the Offeror would come under the definition of an out-of-state Contractor.”

Original attached file(s)

Seq.	File	Description	Required
1	Pay Equity Reporting.docx	Attach narrative and statement of concurrence here.	Required

Exhibit A. Campaign Contribution Disclosure Form

Form must be completed, signed, and reattached.

Original attached file(s)

Seq.	File	Description	Required
1	Campaign Contribution Disclosure Form rev11.2021.pdf	Please print, complete, sign and reattach the form.	Required

Exhibit B. Sample Contract

Original attached file(s)

Seq.	File	Description	Required
1	Sample - Professional Services Contract rev09.2022.docx	Please see attached Sample Contract	Optional

Exhibit C. Debarment/Suspension & Non-Collusion Affidavit

MUST BE NOTARIZED

Debarment/Suspension Status

1. The Vendor/Contractor certifies that its firm is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of notice of proposed debarment from any State agency or local public body.
2. The Vendor/Contractor agrees to provide immediate notice to San Juan College's Purchasing Department in the event of being suspended, debarred or declared ineligible by any State or Federal department or

agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the Contract/Purchase Order.

Non-collusion affidavit

The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing bid (such persons, firm and/or corporation hereinafter being referred to as the Vendor/Contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Vendors/Contractors, or with any employee of San Juan College, or any person, firm or corporation under contract with San Juan College whereby the Vendor/Contractor, in order to induce the acceptance of the foregoing bid by San Juan College has paid or is to pay any other Vendor/Contractor or to the aforementioned persons anything of value whatsoever, and that the Vendor/Contractor has not directly nor indirectly entered into any agreement or arrangement with any other Vendor/Contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

Certification

By completing the attached form, the Vendor/Contractor's Authorized Representative hereby certifies that they have read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement in this **Exhibit C**, that they understand the aforementioned, and that they will comply with these requirements. The Authorized Representative certifies that they have the authority to certify compliance for the named Vendor/Contractor.

Original attached file(s)

Seq.	File	Description	Required
1	Debarment Suspension Status Non-Collusion Affidavit.pdf	Please print, complete, sign, get notarized and reattach the form. The document must be notarized before re-attaching.	Required

Exhibit D. New Mexico Employees Health Coverage Form

Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information [BeWellnm - Your Health Insurance Marketplace in New Mexico](#)

Original attached file(s)

Seq.	File	Description	Required
1	New Mexico Employees Health Coverage.pdf	Please print, complete, sign and reattach the form.	Required

Exhibit E. Letter of Transmittal Form

The Offeror's response **must** be accompanied by the Letter of Transmittal Form below. The attached form **must** be completed and must be signed by the person authorized to obligate the company/firm.

Original attached file(s)

Seq.	File	Description	Required
1	Letter of Transmittal Form.pdf	Please print, complete, sign and reattach the form.	Required

Exhibit F. New Mexico Business Preference Certification

New Mexico Resident Preference

Offerors requesting to receive New Mexico Resident Preference, New Mexico Native American Resident, New Mexico Veterans, or New Mexico Native American Veterans Business Preference points as applicable per §13-1-21 NMSA 1978, must attach a valid Preference Certificate with their online response. Submitted certificates shall be validated by the College with the New Mexico Tax & Revenue Department.

NOTE: Preference points will only be applied if a copy of the Certificate is currently valid and has been included/attached.

Original attached file(s)

Seq.	File	Description	Required
1	EXHIBIT F - New Mexico Business Preference Certification.pdf	Please attach New Mexico Business Preference Certificate in this section.	Optional

Exhibit G. W-9 Form

Please completely fill in the form with the Offeror's company name, address, and Taxpayer's Identification Number (TIN). The form must be signed and dated.

Original attached file(s)

Seq.	File	Description	Required
1	Form W-9.pdf	Form to be completed, signed, and reattached	Optional