

**BID FORM**  
CITY OF SANTA FE, NEW MEXICO  
CONTRACTING AGENCY AND OWNER

FROM: TLC PLUMBING AND UTILITY  
5000 FAITH BLVD, ALBUQUERQUE, NM 87107

hereinafter called the "Bidder"

Invitation No: 21/46/B

Project: Publicly Owned Treatment Works  
(POTW) On-call repair, replacement,  
extension and rehabilitation of sewer  
collection system Price Agreement

Project No: CIP #962

TO:

CITY OF SANTA FE  
PURCHASING DIRECTOR  
2651 SIRINGO ROAD  
BUILDING H  
SANTA FE, NEW MEXICO 87505

FOR:

PUBLICLY OWNED TREATMENT WORKS (POTW) ON-CALL REPAIR,  
REPLACEMENT, EXTENSION AND REHABILITATION OF SEWER COLLECTION  
SYSTEM PRICE AGREEMENT CIP #962

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for Sixty (60) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice of Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

- A. The Bidder has examined copies of all the Bidding Documents and Addenda.
- B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- C. The Bidder has correlated the results of all observations, examinations, investigations, explorations, reports, and studies with the terms and conditions of the Bidding Documents.
- D. The Bidder has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to the Bidder.
- E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid ; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
- F. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents.
- G. The undersigned Bidder agrees to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% of the Contract Amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the City of Santa Fe and any other specifically named parties from any damage or loss of which the City of Santa Fe may become liable by the default of said Bidder, or by reason of any neglect or carelessness on the part of said Bidders, his/her agents or employees, or by or on account of any act or omission of said Bidder, his/her servants, agents or employees, in performance of this contract.

4. The Bidder acknowledges receipt of all Addenda pertaining to the project below:

ADDENDUM		ACKNOWLEDGED BY BIDDER OR AUTHORIZED REP.	DATE ACKNOWLEDGED
NO.	DATE		
1	6/18/21	Tam N. Hernandez	6/18/21

5. The undersigned Bidder proposes to guarantee all work performed under these Plans Specifications and Contract Documents for one year after acceptance by the City and repair and maintain same until the date of acceptance by the City of Santa Fe.

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6. The undersigned tenders herewith, as a proposal guaranty, for which receipt has been given, in the form of either (check one) a  Certified check, or a  Bid Bond, in the amount of 5070 ~~OF TOTAL AMOUNT BID~~ dollars ( \$ \_\_\_\_\_ ), representing five (5) percent of the amount bid, drawn to the City of Santa Fe.
7. The Bidder will complete the work described in the specifications and shown on the plans for the following base bid price(s):

**(All prices listed below are for a complete project and include all mobilization, demobilization, labor, materials, equipment, bonding, insurance, etc.)**

NO BID BOND REQUIRED PER  
ADDENDUM 1

## PROCUREMENT SCOPE

### SCOPE OF BIDS

The City of Santa Fe Public Utilities Department Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price Agreement and work related to those systems. This procurement will be based on a vendor supplying pricing through an established cost schedule (attached). The price agreement will contain the contractor's commitment to offer services and willingness to respond 'on-call' to the requests when such requests are originated by authorized by the City of Santa Fe.

The work under this contract is located in the City of Santa Fe at various sites throughout the City. The scope of work consists of furnishing all mobilization, labor, material, equipment and services, unless otherwise specified, for on-call emergency service and for routine work for the City of Santa Fe Sanitary Sewer Treatment Facility and Sanitary Sewer Collection System and appurtenances. Work to include repair, replacement, extension and rehabilitation of the sewer collection system to include trenching, excavation, backfill and compaction at excavation site, cleaning of loose debris, soil density testing, and any other incidental items necessary for the safety, health and welfare of the general public and to complete Work authorized under a Work Order and in accordance with the drawings, specifications, and other Contract Documents.

The Work to install fully functioning, warrantied sewer lines and manholes and other work issued by a Work Order includes, but is not limited to the following:

1. Installation of all specified sewer lines, sewer manholes and service connections, etc.
2. Earthwork, grading and compaction for the restoring the driving surface over disturbed areas.
3. Coordination with Public Service Company of New Mexico (PNM) as required
4. Coordination with the New Mexico Gas Company as required
5. Coordination with Century Link as required
6. Coordination with New Mexico NM811 and/or contracting with utility location providers as required.
7. Coordination with the City's Wastewater Division for periodic review of system installations.
8. Any other related work associated with this work, as drawn and specified in the WO.
9. Provide all required materials testing.
10. Provide 12 month Contractor's warranty on installed sewer collection systems, parts and labor.
11. Provide Manufacturer's warranties on miscellaneous parts and labor.

The Contractor shall be responsible for adherence to the Contract Documents, Work Orders, Specifications and approved directives and Change Orders:

- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions before signing each WO.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

**TERM**

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, and shall not exceed four (4) years by mutual agreement of all parties and approval of the City of Santa Fe at the same price, terms and conditions.

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price agreement CIP #962

Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
1.	Point Repair, 6" to 8" pipe, remove and replace, 0' to 6' in depth including PVC pipe	Each	1	6345 <sup>00</sup>
2.	Point Repair, 6" to 8" pipe, remove and replace, 6' to 10' in depth including PVC pipe	Each	1	9235 <sup>00</sup>
3.	Point Repair, 6" to 8" pipe, remove and replace, 10' to 16' in depth including PVC pipe	Each	1	12,785 <sup>00</sup>
4.	Point Repair Additional Cost for remove and replace, greater than 16' depth for 6" to 8" pipe including PVC pipe	Per Vert. Foot	1	220 <sup>00</sup>
5.	Point Repair, 10" to 15" pipe, remove and replace, 0' to 6' in depth including PVC pipe	Each	1	7500 <sup>00</sup>
6.	Point Repair, 10" to 15" pipe, remove and replace, 6' to 10' in depth including PVC pipe	Each	1	10,390 <sup>00</sup>
7.	Point Repair, 10" to 15" pipe, remove and replace, 10' to 16' in depth including PVC pipe	Each	1	13,945 <sup>00</sup>
8.	Point Repair Additional Cost for excavation greater than 16' depth for 10" to 15" pipe including PVC pipe	Per Vert. Foot	1	220 <sup>00</sup>
9.	Point Repair, 18" to 24" pipe, remove and replace, 0' to 6' in depth including PVC pipe	Each	1	11,250 <sup>00</sup>
10.	Point Repair, 18" to 24" pipe, remove and replace, 6' to 10' in depth including PVC pipe	Each	1	13,255 <sup>00</sup>
11.	Point Repair, 18" to 24" pipe, remove and replace, 10' to 16' in depth including PVC pipe	Each	1	16,810 <sup>00</sup>
12.	Point Repair Additional Cost for excavation greater than 16' depth for 18" to 24" pipe including PVC pipe	Per Vert. Foot	1	220 <sup>00</sup>
13.	8" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	43 <sup>95</sup>
14.	10" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	58 <sup>90</sup>

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price agreement CIP #962

Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
15.	12" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	7565
16.	15" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	10050
17.	18" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	13845
18.	24" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	22985
19.	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	Linear ft.	1	6420
20.	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	Linear ft.	1	7490
21.	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	Linear ft.	1	10920
22.	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 8" to 10" pipe	Per Vert. Foot	1	1820
23.	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	Linear ft.	1	6420
24.	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	Linear ft.	1	7490

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price agreement CIP #962

Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
25.	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	Linear ft.	1	1092 <sup>00</sup>
26.	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 12" to 15" pipe	Per Vert. Foot	1	1985
27.	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	Linear ft.	1	6420
28.	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	Linear ft.	1	7490
29.	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	Linear ft.	1	13650
30.	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 18" to 14" pipe	Per Vert. Foot	1	2185
31.	Pipe Displacement (bursting) 6" to 8" from M.H. to M.H.	Linear ft.	1	7000
32.	Pipe Displacement (bursting) 8" to 8" from M.H. to M.H.	Linear ft.	1	7000
33.	Pipe Displacement (bursting) 8" to 10" from M.H. to M.H.	Linear ft.	1	8500
34.	Traffic Control Residential –per Work Zone –per Day	Per Work Zone Per Day	1	8000



Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price agreement CIP #962

Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
35.	Traffic Control Non-Residential Major Collectors and Arterials – per Work Zone – per Day	Per Work Zone Per Day	1	530 <sup>00</sup>
36.	Asphalt Removal, Disposal & Replacement including 6” Base Course and 4” Asphalt	Square Yard	50	151 <sup>00</sup> → 7550 <sup>00</sup>
37.	Curb/Gutter Removal, Disposal and Replacement	Linear Foot	1	653 <sup>00</sup>
38.	Sidewalk Removal, Disposal and Replacement	Square Yard	1	9845
39.	New Manhole, 4’ Diameter, type “C” or “E”, 6’ deep or less, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	EA.	1	12,115 <sup>00</sup>
40.	New Manhole, 4’ Diameter, type “C” or “E”, over 6’ to 10’ deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	EA.	1	14,360 <sup>00</sup>
41.	New Manhole, 4’ Diameter, type “C” or “E”, over 10’ to 16’ deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	EA.	1	18,815 <sup>00</sup>
42.	Additional Cost for depth greater than 16’ depth for 4’ Diameter Manhole	Per Vert. Foot	1	560 <sup>00</sup>
43.	New 12 inch thick Concrete Manhole Collar where none exists in Dirt Road or Easement area	Each	1	1700 <sup>00</sup>
44.	MH Wall Rehabilitation	Per Vert. Foot	1	330 <sup>00</sup>
45.	MH Inverts & Shelf Rehabilitation- 4 foot diameter	Each	1	3600 <sup>00</sup>

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of  
sewer collection system Price agreement CIP #962  
Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
46.	MH Inverts & Base Replacement- 4 foot diameter	Each	1	20,370 <sup>00</sup>
47.	Sewer Service Connection as part of a Point Repair/Open Trench	Each	1	4320 <sup>00</sup>
48.	Sewer Service Connection- as part of a Pipe Burst 0 to 6' in Depth including Asphalt Replacement.	Each	1	4320 <sup>00</sup>
49.	Sewer Service Connection- as part of a Pipe Burst 6' to 10' in Depth including Asphalt Replacement.	Each	1	4320 <sup>00</sup>
50.	Sewer Service Connection- as part of a Pipe Burst 10' and Greater in Depth than 10' including Asphalt Replacement.	Per Vert. Foot	1	430 <sup>00</sup>
51.	MH Cleaning (i.e. debris, roots, etc.) 4 foot diameter	Each	1	3000 <sup>00</sup>
52.	Adjust Existing MH F&C (from grade to 24" deep) including Concrete Collar (City Furnished F&C)	Each	1	3800 <sup>00</sup>
53.	Adjust Existing MH F&C (from 24" and deeper) including Concrete Collar(City Furnished F&C & Barrels)	Each	1	4255 <sup>00</sup>
54.	Easement Clearance and Grading for Access & Repair Work.	Square Yard	1	10 <sup>00</sup>
55.	Rip Rap & Wire Mattress –New Installation	Cubic yard	1	800 <sup>00</sup>
56.	Gabion Basket –New Installation	Cubic yard	1	650 <sup>00</sup>

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price agreement CIP #962  
 Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
57.	4 to 6 inch Sewer Service Connection to Existing Manhole, 0 to 8 feet Deep -Core Drill	Each	1	3415 <sup>00</sup>
58.	4 to 6 inch Sewer Service Connection to Existing Manhole, Greater than 8 feet Deep -Core Drill	Per Vert. Foot	1	340 <sup>00</sup>
59.	Rock Excavation	Cubic yard	1	140 <sup>00</sup>
60.	Select Fill Material-Delivered	Cubic yard	35	\$78 <sup>00</sup> → 2730 <sup>00</sup>
61.	Smoke Testing-Supervisor	Per Hour	80	\$125 <sup>00</sup> → 10,000 <sup>00</sup>
62.	Smoke Testing-Helper	Per Hour	80	\$53 <sup>00</sup> → 4240 <sup>00</sup>
63.	Smoke Testing Traffic Control Allowance	Lump Sum		\$5,000
64.	Materials Testing - Allowance	Lump Sum	1	\$2,000
65.	Street Cut Permits - Allowance	Lump Sum	1	\$2,000

All prices listed below are for a complete project and include all mobilization, Demobilization, labor, materials, equipment, bonding, insurance, etc.

Base Unit Item Bid Amount (Items 1 thru 65)

TWO HUNDRED FORTY FOUR THOUSAND EIGHT HUNDRED SIXTY THREE DOLLARS FIFTEEN CENTS (\$ 244,863<sup>15</sup>)  
 (use words)

Gross Receipts Tax (8.4375%) TWENTY THOUSAND SIX HUNDRED SIXTY DOLLARS THIRTY THREE CENTS (\$ 20,660<sup>33</sup>)  
 (use words)

TOTAL BASE UNIT ITEM BID PLUS TAX AND ALLOWANCES

TWO HUNDRED SIXTY FIVE THOUSAND FIVE  
HUNDRED TWENTY THREE DOLLARS  
FORTY EIGHT CENTS

(\$ 265,523<sup>48</sup> )

(use words)

N.M. RESIDENT PREFERENCE NUMBER (if applicable): LD05B6B7152

NOTE: BID COMPARISONS WILL BE  
BASED UPON THE BASE UNIT ITEM BID  
AMOUNT

8. The Bidder agrees that:
  - A. Bidder will commence work under this contract not later than ten (10) consecutive calendar days after the date specified in a written Notice to Proceed, and fully complete the project in the time frame as authorized under each Work Order, except as may be hereafter extended by valid written "Change Order" by the Owner.
  - B. The bidder agrees to pay the Owner liquidated damages as provided in the in the General Conditions, Section 15 for breach of the Contract.
  - C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
  - D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
9. The following documents are attached to and made a condition of this Bid:
  - A. Bid Security
  - B. Subcontractors Listing (if applicable)
  - C. Non-Collusion Affidavit of Prime Bidder
  - D. Certificate of Bidder Regarding Equal Employment Opportunity
  - E. Certificate of Non-Segregated Facilities
  - F. Statement of Bidders Qualifications (To be submitted by the Bidder only upon specific request of the Owner)
10. The terms used in this Bid and the Bidding and Contract Documents, which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).

RESPECTFULLY SUBMITTED:

If the Bidder is:

A. AN INDIVIDUAL:

By:

\_\_\_\_\_  
(Individual's Name)

Doing business as:

\_\_\_\_\_

Business address:

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

Telephone:

\_\_\_\_\_

B. A PARTNERSHIP:

By:

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

(SEAL)

C. A CORPORATION

By: TLC PLUMBING & UTILITY

(Corporation Name)

NEW MEXICO

(State of Incorporation)

By: Eddie C. Padilla

(Name of person authorized to sign)

EDDIE PADILLA  
CITY DEV OFFICER

(Title)

If a New Mexico Corporation:

1604974

Certificate of Incorporation No.

If a Foreign Corporation:

Certificate of Authority No.

Attest:

Ron K. [Signature]

(Secretary)

Business address:

5000 EDITH BLVD. N.E. ALBUQUERQUE NM 87107

(SEAL)

Telephone:

(505) 761-9696

D. A JOINT VENTURE

By:

\_\_\_\_\_  
(Name)

Address:

By:

(SEAL)

\_\_\_\_\_  
(Name)

Address:

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write none)

NM License No.: 51429 Classification: GA-98, GB-98, GF-98, FE-98, NM-98

NM Taxation and Revenue CRS No.: 02-226090-000

City of Santa Fe Business Registration No.: 37270

NM Resident Preference Number (if applicable): L0058687152

Labor and Industrial Division Enforcement Fund Contractor Registration Number:

0191742011629

[Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over \$60,000, must be listed on Subcontractor Listing.]

**TWO COMPLETE COPIES OF THE BID  
SUBMITTAL ARE REQUIRED**

*N/A DUE TO ELECTRONIC  
SUBMISSION*



# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

EDDIE RADILLA being first duly sworn, deposes and says that:

(1) He/She is the CHIEF DEV OFFICER of TLC PUMPING & UTILITY the Bidder that has submitted the attached Bid Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

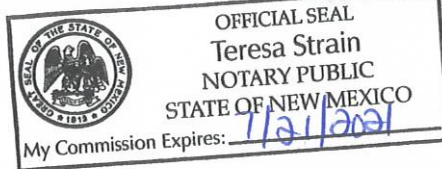
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) X Eddie C. Radilla  
TITLE EDDIE RADILLA  
CHIEF DEV OFFICER

SUBSCRIBED AND SWORN to before me this 24th day of JUNE 2021.

Teresa Strain  
NOTARY PUBLIC



My Commission Expires:  
July 12, 2021

**SUBCONTRACTS**

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from the City of Santa Fe.

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "Subcontractor".

(2) He/She is fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor, for certain work in connection with the \_\_\_\_\_ contract pertaining to the \_\_\_\_\_ project in \_\_\_\_\_.

(3) Such Subcontractors proposal is genuine and is not a collusive or sham proposal.

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) \_\_\_\_\_

TITLE \_\_\_\_\_

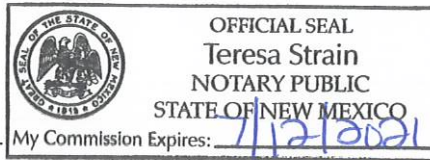
SUBSCRIBED AND SWORN to before me this 24<sup>th</sup> day of JUNE 2021.

Teresa Strain

NOTARY PUBLIC

My Commission Expires:

July 12, 2021



- B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.
- C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity Clause).

The construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

SIGNED: X

Eddie C. Padilla

EDDIE PADILLA

TITLE:

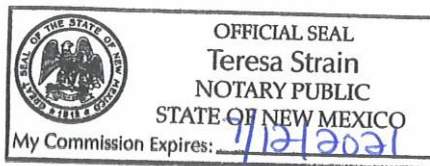
CITY DEW OFFICER

SUBSCRIBED AND SWORN to before me this 24th day of JUNE, 2021.

Teresa Strain  
NOTARY PUBLIC

My Commission Expires:

July 12, 2021



## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

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#### CERTIFICATION OF BIDDER

Bidder's Name: TLC PLUMBING & UTILITY

Address: 5000 EDITH BLVD. NE  
ALBUQU, NM 87107

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes  No
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes  No

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Certification -- The information above is true and complete to the best of my knowledge and belief.

EDDIE PADILLA - CHIEF DEV OFFICER  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

X Eddie C. Padilla  
SIGNATURE

JUNE 24, 2021  
DATE

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

---

### CERTIFICATION OF SUBCONTRACTOR

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes \_\_\_ No \_\_\_
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes \_\_\_ No \_\_\_

---

Certification -- The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local preference precedence over state preference.** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offeror in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**
4. **Subcontractors do not qualify.** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A Subcontractor may not qualify on behalf of a prime contractor.
5. **Definition.** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

**Additional Documentation.** If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

**LOCAL PREFERENCE CERTIFICATION FORM**

**BID NUMBER: 21/46/B**

**IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL**

**LOCAL PREFERENCE CERTIFICATION FORM**

**RFP/RFB NO:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Principal Office:** \_\_\_\_\_  
Street Address City State Zip Code

**City of Santa Fe Business License #** \_\_\_\_\_ **(Attach Copy to this Form)**

**Date Principal Office was established:** \_\_\_\_\_ **(Established date must be six months before date of Publication of this RFP or RFB).**

**CERTIFICATION**

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

**Signature of Authorized Individual:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Subscribed and sworn before me by** \_\_\_\_\_ **this** \_\_\_\_\_ **, day of** \_\_\_\_\_

**My commission expires** \_\_\_\_\_

**Notary Public**

**SEAL**



**YOU MUST RETURN THIS FORM WITH YOU OFFER  
RESIDENT VETERANS PREFERENCE CERTIFICATION**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

**Please check one box only:**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

*Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price Agreement  
Bid 21/46/B*

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

### SUBCONTRACTOR LISTING

Note: A subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the labor and industrial division of the labor department.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION # (IF APPLICABLE)	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT
TRAFFIC CORNER		NO BIDS		RESERVED		

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

This is to certify that: **TLC PLUMBING & UTILITY**  
**PERMANENT LICENSE #51429**

Located At: 5000 EDITH BLVD. NE, ALBUQUERQUE, NM 87107


Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification of:

**MM98, GB98, GA98, GF98, EE98, GS03, GS29, GF02, GF04,**  
**GF08, GF09, GA01, MS08, MM01, MM02, MM03, MM04**

And to permit or contract projects singly in New Mexico of a dollar amount up to:  
**UNLIMITED**

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on  
**05/12/2016**

  
Signature of Contractor

  
Pat McMurray  
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

# *Certificate of Contractor Registration*



This is to certify that

## **TLC Company, Inc.**

TLC Plumbing & Utility  
5000 EDITH BLVD NE

ALBUQUERQUE, NM, 87107-4125

has registered with the Department of Workforce Solutions

**Registration Date: 6/3/2020**


**Registration Number: 0191742011629**

**This certificate does not show the current status of the company.  
To see the current status for this company please go to the Public Works  
and Apprenticeship Application (PWAA) at  
<https://www.dws.state.nm.us/pwaa>**

Resolution of the Board of Directors  
Of  
TLC Company Inc.  
July 1, 2019

- I. QUORUM                      A quorum was declared present based on the Presence of the following shareholders:  
Dale Armstrong  
Ronald Burnett
- II.     Purpose of the meeting is to authorize Eddie Padilla to enter into agreements of any nature on behalf of the corporation.
- III.    As a result of the meeting, Eddie Padilla may enter into any agreements of any nature. Those agreements will bind the corporation.

There being no further business, the meeting was duly adjourned.


  
Dale Armstrong, President

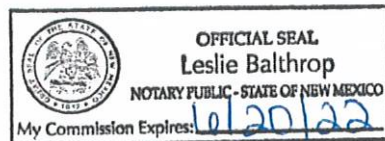
7/1/19  
Date

  
Ron Burnett, Secretary

7/1/19  
Date

  
Eddie Padilla, Chief Development Officer

  
Notary  
My commission expires: June 20, 2022



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE


Issued to: TLC COMPANY INC

DBA: TLC PLUMBING & UTILITY  
5000 EDITH BLVD NE  
ALBUQUERQUE, NM 87107-4125

Expires: **02-Dec-2023**

Certificate Number:

**L0058687152**



Stephanie Scharadin Clarke  
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE