

**CLOVIS MUNICIPAL SCHOOL DISTRICT
& THE STATE OF NEW MEXICO
PUBLIC SCHOOL FACILITIES AUTHORITY**

REQUEST FOR PROPOSALS (RFP)

Mesa ES HVAC Systems

RFP# 1819-214

NIGP Commodity Codes:

**77000 - Roofing Materials and Supplies; 91066 - Roofing, Gutters, and
Downspouts Maintenance and Repair; 91473 - Roofing, Construction Services,
Trade (New Construction); 91450 - Heating, Ventilating and Air Conditioning (HVAC)**



Project #S18-005

Date of Release: 2/24/2019

Request for Proposal Due: 4/2/2019

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I. INTRODUCTION

PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Mesa ES HVAC Systems.

1. PROJECT FUNDING

The District and Public School Capital Outlay Council/Public School Facilities Authority has/ have funds to administer this project and will be referred to throughout the contract documents as “Owner”.

The estimate of probable construction cost is:

\$*828,000.00

***(Note: This estimate does not include NM Gross Receipts Tax)**

2. PROJECT DESCRIPTION

The project is described as:

Mesa Elementary School HVAC Upgrades

3. PROJECT CONTACTS

The Clovis Municipal School District has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Heather Nieto, Chief Procurement Officer
Address: Clovis Municipal Schools
1009 N Main St.
PO Box 19000
Clovis, NM 88102-9000

Telephone: (575) 769-4300
Fax: (575) 769-4333
Email: heather.nieto@clovis-schools.org

All deliveries of responses via express carrier must be addressed as follows:

Name: Heather Nieto
RFP: Mesa ES HVAC Systems RFP#1819-214

Address: Clovis Municipal Schools
1009 N Main St.
PO Box 19000
Clovis, New Mexico 88102-9000

(a) Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the CMS Chief Procurement Officer.

Protests of the solicitation or award must be delivered by mail to the Chief Procurement Officer. The Chief Procurement Officer has been given authority to resolve protests in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172. ONLY protests delivered directly to the Chief Procurement Officer in writing within fifteen calendar days after knowledge of the facts or occurrences giving rise to the protest and in accordance with statute and this Request for Proposals shall be accepted. Emailed protests will not be accepted.

(b) For technical questions regarding the scope of work, drawings and specifications:

District Representative: John King
Address: 1009 N Main St.
PO Box 19000
Clovis, NM 88102-9000
Phone: 575-769-4300
john.king@clovis-schools.org

Design Professional of Record: Formative Architecture
Address: 209 Gold Ave SW
City/State/Zip: Albuquerque, NM 87102
Telephone: 505-510-4600

PSFA Regional Manager Contact Name: Jeremy Sanchez
Address: 300 N. Kentucky
City/State/Zip: Roswell, NM 88201
Phone Number: 505-217-4919
jsanchez@nmpsfa.org

4. SUMMARY SCOPE OF SERVICES

A summary of services the General Contractor shall perform to complete the Project, include, but are not limited to, the following:

- a. Planning, supervision and timely completion of the Project

- b. Prepare, monitor, and maintain Project schedule
- c. Material procurement, delivery, and storage
- d. Submittals and Project documentation
- e. Manage construction labor and materials
- f. Coordinate with Owner direct labor, subcontractors, and Owner furnished contractors, consultants and equipment suppliers, if applicable
- g. Manage site access, safety, security, traffic and quality control
- h. Manage testing, inspections
- i. Coordination of all utility inspections
- j. Project close-out and warranty period

5. PROJECT DEPOSIT INSTRUCTIONS

Proposal Documents may be obtained **Albuquerque Reprographics, 4716 McLeod Rd NE, Albuquerque, NM, 87109. Ph: 505-884-0862** upon payment of **\$250** for each complete set. CHECKS SHOULD BE MADE PAYABLE TO: Clovis Municipal School District. Incomplete sets will not be issued. The successful Offeror will receive a refund of their deposit, and any unsuccessful Offeror who returns the Proposal Documents in good and complete condition within fifteen (15) days of the Proposal Opening will also receive refund of their deposit. No deposits will be returned after the fifteen-day period.

6. LOCATIONS TO REVIEW PROJECT PROPOSAL DOCUMENTS:

Design Professional of Record: Formative Architecture
Address: 209 Gold Ave SW
City/State/Zip: Albuquerque, NM 87102
Telephone: 505-510-4600

7. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Award” means the final execution of the contract document.

“Chief Procurement Officer” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“CMS” means Clovis Municipal Schools.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means an agreement between a state agency or school district and a New Mexico licensed contractor for the work covered by this RFP.

“Contract Documents” means any one, or combination of the following documents: Agreement Between the Owner and the Contractor, General Conditions of the Contract and the Drawings and Specifications.

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

“Co-Owner” means the Public School Facilities Authority, on behalf of the Public School Capital Outlay Council if participating in funding of the project.

“Design Professional” means the Architect and or Engineer(s).

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

“District” means the Clovis Municipal School District.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Chief Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” – 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 proposal.

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

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Owner” means the Clovis Municipal School District.

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

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget.

“PSCOC” means Public School Capital Outlay Council.

“PSFA” means Public School Facilities Authority.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in [Section II.C.8](#) of this RFP blacked out BUT NOT omitted or removed.

“Resident Business” means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section [13-1-22](#) NMSA 1978 but does not include a resident veteran business.

“Resident Veteran Business” means a business that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to Section [13-1-22](#) NMSA 1978.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

“Responsive Offer” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The District reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the

Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

8. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by entering the link below into the browser on a computer. The library contains information listed below:

Procurement Regulations:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#ProcurementCodeRegulationsExecutiveOrders>

Public School Facilities Authority Adequacy Standards and Guidelines:

<http://www.nmpsfa.org/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

Action	Responsible Party	Date
1. Issue RFP	District	2/24/2019
2. Pre-Proposal Conference	District	3/6/2019 at 2:30 pm
3. Distribution List Response Form	Potential Offerors	3/14/2019 at 4:30 pm
4. Deadline to submit Questions	Potential Offerors	3/18/2019 at 4:30 pm
5. Response to Written Questions	Chief Procurement Officer	3/20/2019 at 4:30 pm
6. Deadline Last Addenda	Design Professional	3/22/2019
7. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>4/2/2019 at 2:00 pm</i>
8. Proposal Evaluation	Evaluation Committee	4/5/2019
9. Selection of Finalists	Evaluation Committee	4/5/2019
10. Best and Final Offers	Finalist Offerors	4/8/2019
11. Oral Presentation(s)	Finalist Offerors	4/12/2019
12. Issue Notice of Intent and Recommendation to the Board of Education	Chief Procurement Officer	4/23/2019
13. Finalize Contractual Agreements	District/Finalist Offeror	4/24/2019
14. Issue Notice of Award and Contract Awards	Chief Procurement Officer District/Finalist Offeror	4/25/2019
15. Protest Deadline	District	+15 days after Notice of Award
16. Proposal Pick Up (Copies)	Offerors	+30 days after Protest Deadline

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Clovis Municipal School District as indicated in the [sequence of events](#).

2. Pre-Proposal Conference

A pre-proposal conference will be held at the date and time as indicated in the [sequence of events](#). Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Chief Procurement Officer ([see Section I.3.A](#)). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

3. Distribution List Response Form

Potential Offerors should hand deliver, return by facsimile, email or registered or certified mail the "Distribution List Response Form" that accompanies this document, [APPENDIX A](#), to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Chief Procurement Officer by the date and time as indicated in the [sequence of events](#).

The Distribution List Response form will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return the Distribution List Response form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until the date and time as indicated in the [sequence of events](#). All written questions must be addressed to the Chief Procurement Officer as declared in [Section I.3.A](#). Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question. **NOTE:** questions regarding the drawings and specifications shall be directed to the Design Professional.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Distribution List Response Forms described in the [sequence of events](#) before the deadline. Additional copies will be posted to:

<http://www.clovis-schools.org/contracting/bids.html>

6. Deadline for Release of Final Addenda

Issuance of the final addenda by the Design Professional as indicated in [Section II A. sequence of events](#).

7. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN THE DATE AND TIME AS INDICATED IN THE [SEQUENCE OF EVENTS](#). Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in [Section I, Paragraph D2](#). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Mesa ES HVAC Systems RFP#1819-214. **Proposals submitted by facsimile, or other electronic means WILL NOT BE accepted.**

Proposals shall not be opened publicly but shall be opened in the presence of two or more witnesses. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals 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 Request for Proposals. Awarded in this context means the final required signature on the contract(s) resulting from the procurement has been obtained.

8. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in [Section II A. sequence of events](#). During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

The evaluation committee shall consist of at least three persons appointed by the procuring agency's management. The team should collectively possess expertise in the technical requirements of the project, construction and design.

When rating the technical proposals, the evaluation committee shall consider only the evaluation factors stated in the RFP.

Price proposals shall be initially evaluated to insure that the price(s) offered is responsive to the RFP requirements and instructions and is realistic in respect to the project plans and specifications. Price proposals shall be evaluated on the basis of the numerical weight assigned to price in the RFP and scored in accordance with the following process to permit the scoring of competing offerors' price proposals in relation to one another: the offeror with the lowest price shall receive the maximum price score. The price score of each other offeror

shall be determined by applying the following mathematical formula: price of lowest offeror divided by the price for this offeror multiplied by the maximum price score.

9. Selection of Finalists

The Evaluation Committee will select and the Chief Procurement Officer will notify the finalist Offerors as per the sequence of events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

10. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per the sequence of events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

11. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per the sequence of events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and Chief Procurement Officer.

12. Issue Notice of Intent and Recommendation of Award to Board of Education

The Chief Procurement Officer shall prepare the Notice of Intent to Award a contract to the highest ranked short-listed Offeror after interviews are held.

The Chief Procurement Officer shall prepare a procurement report and a recommendation to the Board for award of the Project

Upon Board of Education approval, the Chief Procurement Officers shall prepare the Notice to Award a contract to the Board approved Offeror.

13. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per the sequence of events or as soon thereafter as possible. This date is subject to change at the discretion of the District Chief Procurement Officer. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the District reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

14. Notice of Award and Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Chief Procurement Officer will award as per the sequence of events or as soon as possible thereafter. This date is subject to change at the discretion of the District Chief Procurement Officer.

The contract shall be awarded to the Offeror (or Offerors) whose proposal(s) are most advantageous to the Clovis Municipal School District, taking into consideration the evaluation factors set forth in this RFP. The award is subject to approval by the District Board of Education and upon Board of Education approval, the Chief Procurement Officer shall prepare the Notice to Award a contract.

15. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. The Chief Procurement Officer has been given authority to resolve protests in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172. ONLY protests delivered directly to the Chief Procurement Officer in writing within fifteen calendar days after knowledge of the facts or occurrences giving rise to the protest and in accordance with statute and this Request for Proposals shall be accepted. Emailed protests will not be accepted. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It 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:

Chief Procurement Officer
Heather Nieto
1009 N Main St.
PO Box 19000
Clovis, NM 88102-9000

Protests received after the deadline will not be accepted.

16. Proposal Copy Pickup

All additional copies of documents submitted in response to the RFP may be retrieved by the Offerors, at their expense, 30 days after the expiration of the protest period with the following exception: The complete original of all proposals (awarded and non-awarded offerors) submitted including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. These documents will become the property of the Clovis Municipal School District.

C. GENERAL REQUIREMENTS

The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project, should the need arise. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Offeror.

This Procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-128 through 13-1-99 NMSA 1978 and applicable procurement regulations, policies and procedures.

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in [Section IV](#) of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the District that may be derived from this RFP. Direction of all work that may result from this procurement must be performed by the Offeror and payments will only be made to the Offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, reassignment of GC duties and responsibilities to a third party is not acceptable.

4. Project Reporting

In addition to the normal project meetings with the Owner, if PSCOC funding is a part of this project, the successful Offeror is required to work with the District Representative, the Project Architect, and the PSFA Regional Manager to ensure the project records are uploaded into the PSFA construction information management system. Training for use of this system will be provided by the PSFA training staff, the PSFA Regional Manager and the District Representative as may be required.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for sixty (60) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal 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 proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. 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 Chief Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the District to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied, in writing, by the District through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The Agreement between the Owner and the Contractor will follow the format specified by the District and contain the terms and conditions set forth in the Agreement and the General Conditions.

16. Offeror's Terms and Conditions

Offerors shall submit with the proposal a complete set of any additional terms and conditions which they intend to have included in the contract.

17. Clarifications from Offerors

The Chief Procurement Officer may, at the request of a Selection Committee designee request clarifications on information submitted by any and all Offerors.

18. 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 RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. 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 proposals 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.

20. Change in Contractor Representatives

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

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, 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.

22. District Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All additional copies of documents submitted in response to this RFP may be retrieved by the Offerors, at their expense thirty (30) days after the expiration of the protest period with the following exception: One complete original copy of all submitted proposals including the Best and Final offer, if one was submitted, shall become property of the Clovis Municipal School District.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 District.

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 the procuring Agency's written permission.

26. Licensing Requirements

The Contractor and subcontractors shall comply with all licensing regulations and the Contractor shall provide copies of all valid licenses necessary to perform the work in the State of New Mexico.

27. 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. [\(See also Section II.B.5, Response to Written Questions\).](#)

28. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District, the Offeror acknowledges that the version maintained by the District shall govern.

29. Independent Contractor

That the Contractor is an independent contractor performing services for the Agency. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the Agency as a result of this procurement.

30. Procurement Under Existing Contracts

In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by the Clovis Municipal School District.

31. Debarment/Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Agency.

32. Conflict of Interest

By submitting a proposal, the Proposer certifies that the Proposer has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the Agency. The Proposer also certifies no relationship exists between the Proposer and the Agency that interferes with fair competition or is a conflict of interest; and no relationship exists between Proposer and another person or firm that constitutes a conflict of interest that is disadvantageous to the Agency.

33. Non-Disclosure

The Proposer shall not disclose any information relating to students, and employees of CMS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless CMS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

34. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, [APPENDIX F](#), as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of School Board President, Vice President, Secretary or Members. Failure to complete and return the signed unaltered form will result in disqualification.

35. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in [APPENDIX B](#) which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. 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.
3. 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 (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in [Section II. C.1](#);
 - b. **Explicitly** indicate acceptance of [Section IV](#) of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in item 2 above.

36. 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:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. 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;
 - b. violation of Federal or state antitrust statutes related to the submission of offers;or

- c. 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;
- 3. 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;
- 4. 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.
 - a. 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.
 - b. 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.
 - c. 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 District Chief Procurement Officer 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 the 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 District Chief Procurement Officer 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 District Chief Procurement Officer may terminate the involved contract for cause. Still further the District Chief Procurement 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 District Chief Procurement Officer.

37. New Mexico Preferences

To ensure adequate consideration and application of Section 13-1-21 NMSA 1978 (as amended), Offerors must include a copy of their preference certificate with their proposal. 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 Resident Business

When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be five percent lower than the bid actually submitted.

B. New Mexico Resident Veterans Business

Resident veteran business with annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, [APPENDIX D](#), as provided in this RFP.

An agency 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 RFP includes federal funds.

III. PROPOSAL FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. THE PROPOSAL PACKAGE SHALL CONSIST OF THE SEALED technical proposal AND THE SEALED price proposal ENVELOPES.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in [Section III.C. Proposal Format](#). Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box.

Offerors should deliver:

2. Technical Proposal – One (1) ORIGINAL, three (3) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**

➤ Proposals containing confidential information **must** be submitted as two separate binders:

- **Unredacted** version for evaluation purposes
- **Redacted** version (information blacked out and not omitted or removed) for the public file

3. Cost Proposal – One (1) ORIGINAL, , and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy CANNOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted thumb drive/usb**, one (1) **redacted thumb drive/usb**). **The electronic version CANNOT be emailed.**

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and [Section III.C.1 Proposal Content and Organization](#), may be deemed non-responsive and rejected on that basis.

The proposal must be received no later than the time and date indicated in [Section II.B.7](#).

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals:

1. Proposal Content and Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

Tab 1: Signed Letter of Transmittal

- (a) Subcontractor listing, [APPENDIX C](#);
- (b) New Mexico Preferences (if applicable);
- (c) Signed Conflict of Interest and Debarment/Suspension Certification Form, APPENDIX E
- (d) Signed campaign contribution form, [APPENDIX F](#).

Tab 2: Past Performance

2A: General Contractor Statement of Qualifications, [APPENDIX G](#)

- (a) Budget and schedule data;
- (b) If available, performance quality and overall customer satisfaction;
- (c) Compliance with applicable laws and regulations;
- (e) Safety performance record.

2B: Subcontractor Statement of Qualifications, [APPENDIX H](#)

- (a) Budget and schedule data;
- (b) If available, performance quality and overall customer satisfaction;
- (c) Compliance with applicable laws and regulations;
- (d) Safety performance record.

Tab 3: Management Plan

- (a) Management Team;
- (b) Technical approach to project;
- (c) Safety plan/Programs;
- (d) Project schedule.

Tab 4: Project Staffing/Craft labor capabilities

- (a) Participation in skill training;

- (b) Reliable staffing sources/Project staffing.

Tab 5: Health and Safety

- (a) Summary of safety program and training;
- (b) Copy of safety plan.

Cost Proposal (Binder 2):

Proposal form, [APPENDIX I](#);

- (a) Proposal Bond;
- (b) Certificate of insurance;
- (c) Agents affidavit;
- (d) Power of attorney;
- (e) CMS Vendor form and W-9.

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in [APPENDIX B](#). The form **must** be completed and must be signed by the person authorized to obligate the company.

3. Subcontractor Listing

A completed Subcontractor Listing Form ([APPENDIX C](#)) must accompany each proposal. Each subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract (to the General Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

4. Conflict of Interest and Debarment/Suspension Form

The Offeror must complete an unaltered Conflict of Interest and Debarment/Suspension Form and submit a copy with the Offeror's proposal. (See [APPENDIX E](#))

5. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See [APPENDIX F](#))

6. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form ([APPENDIX D](#)) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

7. Proposal Form

Offerors must complete the Proposal Form in [APPENDIX I](#). Price Proposals shall be presented in the form of a total Base Proposal under a Lump Sum Contract. A proposal must be submitted on all proposal items; segregated proposals will not be accepted.

NOTE: Per 13-1-108 NMSA 1978 of the NM Procurement Code, your proposal price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.

8. Proposal Security

Proposal Security is required if the proposal amount is greater than \$25,000, in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of the total price proposal, or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each price proposal in accordance with the Instructions to Offerors. A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Offeror prior to award of contract. The amount of the Bonds shall be the proposal price exclusive of gross receipts tax.

9. Wage Rates

In submitting this proposal, each Offeror must satisfy all terms and conditions of the Proposal Documents. All work covered by this Request for Proposal shall be in accordance with applicable state laws and, if price proposal amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. If the price proposal amount of the contractor or any subcontractor exceeds \$60,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.

10. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

IV. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals.

TECHNICAL PROPOSAL	POINTS AVAILABLE
TAB 1 REQUIRED FORMS (MANDATORY)	Included
(a) Signed Letter of Transmittal	YES/NO
(b) Subcontractor Listing	YES/NO
(c) New Mexico Preferences (if applicable)	YES/NO
(d) Signed Conflict of Interest and Debarment/Suspension Certification Form	YES/NO
(e) Signed Campaign Contribution Form	YES/NO
TAB 2 PAST PERFORMANCE	15 POINTS
2A General Contractor Statement of Qualifications	YES/NO
(a) Budget and Schedule Data	YES/NO
(b) Performance Quality/Customer Satisfaction	YES/NO
(c) Compliance with Laws and Regulations	YES/NO
(d) Safety Performance Record	YES/NO
2B Subcontractor Statement of Qualifications	YES/NO
(a) Budget and Schedule Data	YES/NO
(b) Performance Quality/Customer Satisfaction	YES/NO
(c) Compliance with Laws and Regulations	YES/NO
(d) Safety Performance Record	YES/NO
TAB 3 MANAGEMENT PLAN	15 POINTS
(a) Management Team	YES/NO
(b) Technical Approach to Project	YES/NO
(c) Safety Plan/Programs	YES/NO
(d) Project Schedule	YES/NO
TAB 4 PROJECT STAFFING/CRAFT LABOR CAPABILITIES	10 POINTS
(a) Participation in Skill Training	YES/NO
(b) Reliable Staffing Sources/Project Staffing	YES/NO
TAB 5 HEALTH AND SAFETY	10 POINTS
(a) Summary of Safety Program and Training	YES/NO
(b) Copy of Safety Plan	YES/NO
TOTAL POINTS TECHNICAL PROPOSAL	50 POINTS
COST PROPOSAL	50 POINTS

(a) Proposal Form	YES/NO
(b) Proposal Bond	YES/NO
(c) Certificate of Insurance	YES/NO
(d) Agents Affidavit	YES/NO
(e) Power of Attorney	YES/NO
(f) CMS Vendor Form and W-9	YES/NO
TOTAL POINTS COST PROPOSAL	50 POINTS
ORAL PRESENTATION	50 POINTS
TOTAL POINTS	150 POINTS

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

TAB 1 REQUIRED FORMS

Forms listed in this tab, items (a) thru (e) are mandatory and must be accurate and complete. Missing or incomplete forms may result in the Offerors proposal being considered non-responsive and subject to rejection.

TAB 2 PAST PERFORMANCE

2A General Contractor Statement of Qualifications

2B Subcontractor Statement of Qualifications

TAB 3 MANAGEMENT PLAN

(a). Management Team: Detail how your team intends to manage the project, project site and subcontractors/suppliers.

(b). Technical Approach: Please describe how you plan to mobilize your forces and construct this project on time and within budget. Within your description, detail how you intend to sequence the construction of the Project.

(c). Safety Plan: Detail your site plan showing the construction entrance location(s), the project office location and any temporary fencing to ensure safe entrance/egress and site security. Provide information on any specific site safety issues.

(d). Project Schedule: Provide a milestone schedule using weeks or calendar days indicating the start and completion dates of major construction activities through completion of the project.

TAB 4 PROJECT STAFFING/CRAFT LABOR CAPABILITIES

Provide a brief narrative of the approach to the following issues as they pertain to this project:

(a). Participation in skill training.

(b). Reliable staffing sources, project staffing.

TAB 5 HEALTH AND SAFETY

- (a). Provide a narrative summarizing your safety plan and how it will be implemented on this project.
- (b). Provide a copy of the complete Safety Plan (electronic copy may be provided on cd or USB jump drive).

1. COST PROPOSAL

(Provide One Original Copy of Below Information in Separate Sealed container.)

- (a). **PROPOSAL FORM** — use the Lump Sum Proposal form provided in APPENDIX I. Price *shall not* include NM Gross Receipts Tax. However, the GRT will be added to the contract.

NOTE: If a joint proposal is being submitted, be sure you have stated the % of the work/services that will be performed by the nonresident contractor stated, based on the dollar amount of the Price proposed and include your valid in-state preference number assigned by NM Taxation and Revenue on the Proposal Form. Copies of your certificate shall be included in the Technical Proposal, so the preference points are considered and applied correctly.

- (b). **PROPOSAL BOND**

- (c). **CERTIFICATE OF INSURANCE**

- (d). **AGENT'S AFFIDAVIT**

- (e). **POWER OF ATTORNEY**

- (f). **CLOVIS MUNICIPAL SCHOOL DISTRICT VENDOR FORM AND W-9**

**LICENSES, PREFERENCE, REGISTRATION, AND ANY OTHER
NUMBERS REQUIRED ON THE PROPOSAL FORM**

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in [Section II. B.8.](#)

3. Responsive proposals will be evaluated on the factors in [Section IV](#), which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the District taking into consideration the evaluation factors in Section IV will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
4. All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.
5. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

Scoring	Numerical Ranking
Firm A Tie	$(1^{\text{st}} + 2^{\text{nd}})/2=1.5$
Firm B Tie	$(1^{\text{st}} + 2^{\text{nd}})/2=1.5$
Firm C Third	$=3$
6. A tie for first, at the end of the final rankings after completion of evaluation of proposals shall be broken by a separate ranking by the committee members, only ranking the firms involved in a tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the Evaluation Committee.
7. The Chief Procurement Officer shall notify all finalists in writing of the final results of the interviews, if held, and the overall selection process.

D. COMPLETION TIME AND LIQUIDATED DAMAGES

The Proposal Documents contain a timeline for completion of the work and further impose liquidated damages for failure to complete the work within the stated time period. No Offeror may withdraw their proposal for **60 days** after the actual date of the opening thereof.

E. METHOD OF AWARD

The Owner intends to award this Project to the highest ranked Offeror in accordance with the Request for Proposal. The Owner reserves the right to reject any and all proposals, to waive technical irregularities, and to award the contract to the Offeror whose proposal it deems to be in the best interest of the Owner.

F. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The agreement for the work shall be the PSFA Standard Form of Agreement Between the Owner and Contractor and General Conditions, with the basis of payment as a Stipulated Sum. This document is printed in its entirety in the Project Manual.

***NOTE: Please read all of the RFP documents carefully for mandatory requirements.**

APPENDIX A

DISTRUBTION RESPONSE LIST FORM

DISTRIBUTION RESPONSE LIST FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX I and hereby discloses an intent to propose.

The Intent to Propose Form should be signed and returned to the Chief Procurement Officer no later than March 14, 2019, 4:30 pm. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Heather Nieto, Chief Procurement Officer
Mesa ES HVAC Systems RFP#1819-214
Clovis Municipal School District
1009 N Main Street
PO Box 19000
Clovis, NM 88102
Fax: 575-769-4333
E-mail: heather.nieto@clovis-schools.org

APPENDIX B

LETTER OF TRANSMITTAL FORM

APPENDIX B

LETTER OF TRANSMITTAL FORM

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

_____ No sub-contractors will be used in the performance of any resultant contract OR

_____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. _____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

_____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP.

_____ I acknowledge receipt of any and all amendments to this RFP.

_____, 20____
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX C

SUBCONTRACTOR LISTING

APPENDIX C

**COMBINED
LIST OF SUBCONTRACTORS
and
ASSIGNMENT OF ANTITRUST CLAIMS
by
CONTRACTOR, SUBCONTRACTORS,
SUBSUBCONTRACTORS, and SUPPLIERS**

EXAMPLE TRADES AND SUPPLIERS: SITE WORK, CONCRETE, MASONRY, FRAMING, LUMBER, STEEL, STEEL FABRICATION, ROOFING, EXTERIOR INSULATION AND FINISH, DRYWALL, DOORS, GLASS AND GLAZING, PLASTER, PAINTING, CARPET, RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS, PLUMBING, SHEET METAL, ELECTRICAL

1. Subcontractor Listing shall be included with Proposal as a condition of the Proposal and be fully complete with regards to all Subcontractors providing services valued at \$5,000.00 or more, or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater pursuant to Section 13-4-34, NMSA 1978.

Listing Threshold for this Project: \$5,000

a. Subcontractor Listing shall be expanded after Proposal Evaluation if Awarded, and before Contract, to include major Suppliers and, each entity listed shall be signed by individual empowered to obligate Supplier, Subcontractor, or Subsubcontractor.

b. Subcontractor Listing shall also be expanded after Proposal Evaluation if Awarded, and before Contract, to include the Department of Workforce Solutions labor enforcement fund registration number. See the Department of Workforce Solutions web site at www.dws.state.nm.us under "Public Works" for registration form, listings and information.

2.

PROJECT NAME: Mesa ES HVAC Systems

REQUEST FOR PROPOSAL NUMBER: 1819-214

The undersigned agrees that any and all claims which the firm may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the District, including the right to any treble damages attributable thereto.

REQUEST FOR PROPOSAL NUMBER:
1819-214

Proposal due date:
4/2/2019, 2:00 pm
CLOVIS MUNICIPAL SCHOOL
DISTRICT

Subcontractor Listing

*Signature not required until after Bid but before Award

TYPE OF WORK	ENTITY NAME	CITY & STATE	Labor enforcement fund registration # (if over \$60,000)	SIGNATURE *
SITE WORK				
SITE CONCRETE				
BUILDING SLAB				
MASONRY				
FRAMING				
STEEL ERECTION				
ROOFING				
INSULATION				
DRYWALL				
GLAZING				
PLASTER				
TILING				
CARPET				
POLISHED CONCRETE				
PAINTING				
FURNISHINGS				
LANDSCAPE				
PLAYGROUNDS				
HVAC				
CONTROLS				
PLUMBING				
ELECTRICAL				
SPECIAL SYST.				
ASPHALT				
FENCING				

APPENDIX D

RESIDENT VETERANS CERTIFICATION

APPENDIX D

RESIDENT VETERANS CERTIFICATION
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

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

"I declare under penalty of perjury that my annual gross revenues in the preceding tax year was up to Three Million Dollars (\$3,000,000).

"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 NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veteran's 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 for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX E

CONFLICT OF INTEREST AND DEPARMENT/SUSPENSION CERTIFICATION FORM

Conflict of Interest and Debarment/Suspension Certification Form

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Clovis Municipal Schools in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Clovis Municipal Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Clovis Municipal Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

List below the name(s) of any Clovis Municipal Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Clovis Municipal Schools' Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT / SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____ Date: _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____

APPENDIX F

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the Procurement Process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write “see attached” in the blank below.)

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official on the District Board of Education:

Shawn Hamilton – Kyle Snider – Paul Cordova – Terry Martin – Cindy Osborn

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s):

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position) _____

--OR--

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

Signature

Date

Title (position) _____

APPENDIX G

GENERAL CONTRACTOR STATEMENT OF QUALIFICATIONS

APPENDIX G

GENERAL CONTRACTOR STATEMENT OF QUALIFICATIONS

Clovis Municipal School District

REQUEST FOR PROPOSAL FOR CONSTRUCTION #1819-214

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District, the Offeror acknowledges that the version maintained by the District shall govern.

GENERAL CONTRACTORS STATEMENT OF QUALIFICATIONS

Project Name: _____

1. OFFEROR INFORMATION

Name: _____

Address: _____

Principal Office: _____

() Corporation () Partnership () Sole Proprietorship () Joint
Venture

() Other

a. How many years has your organization been in business as a Contractor? _____

b. How many years has your organization been in business under its present business name?

c. Under what other or former names has your organization operated?

2. LICENSING

- a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:

b. License Classification: _____ License Code: _____

c. License Number: _____

d. Issue Date: _____ Expiration Date: _____

- e. Is the firm's contractor's license free of ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?

() Yes, free of suspension or revocation () No IF no, attach explanation.

- f. Does your firm hold all applicable Business licenses required by State of New Mexico?

License Number: _____ Jurisdiction: _____

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

(Name)

Issue Date: _____ Expiration Date: _____

License Number: _____ Jurisdiction: _____

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

(Name)

Issue Date: _____ Expiration Date: _____

License Number: _____ Jurisdiction: _____
Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

(Name)

Issue Date: _____ Expiration Date: _____

- g. Is your firm free from formal debarment from public works, federal, state or local public works jurisdictions?

☐ Yes ☐ No (Attach explanation)

3. EXPERIENCE

- a. Has your firm completed three (3) or more educational facility, addition and/or renovation project(s) of similar complexity totaling 10,000 square feet square feet or more since 2014, as the proposed project? Complete **Attachment A** for five (5) maximum projects listed:

☐ Yes Number of Projects: _____ ☐ No

Project 1 Name: _____

Project 2 Name: _____

Project 3 Name: _____

Project 4 Name: _____

Project 5 Name: _____

- b. State the average annual amount of construction work performed during the past five years:

\$ _____

- c. Also, on **Attachment A**, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent of completion, and scheduled completion date.

- d. List the categories of work that your organization normally performs with its own forces.

4. KEY PERSONNEL EXPERIENCE

Please note that more consideration will be given to those meeting or exceeding the required qualifications below:

- a. Does your assigned Project Manager have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years' experience in the construction industry?

☐ Yes Number of Years: _____ ☐ No

(2) Experience on at least one (1) construction type as identified in 3. EXPERIENCE item a

☐ Yes Number of Projects _____ ☐ No

(3) Experience as a Project Manager on one (1) or more construction projects totaling 10,000 square feet or more?

☐ Yes Number of Projects _____ ☐ No

- b. Does your assigned Project Foreman/Superintendent have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years' experience in the construction industry?

☐ Yes Number of Years: _____ ☐ No

(2) Experience on at least one (1) construction type as identified in 3a.?

☐ Yes Number of Projects _____ ☐ No

(3) Experience as a Project Foreman/Superintendent on one (1) or more construction projects totaling 10,000 square feet or more?

☐ Yes Number of Projects _____ ☐ No

- c. Does your Safety Program Manager have the following minimum qualifications and experience? (Attach Resume to **Attachment B**)

(1) At least five (5) years' experience in a safety management role?

☐ Yes Number of Years: _____ ☐ No

(2) Experience on at least one (1) construction type as identified in 3a?

☐ Yes Number of Projects _____ ☐ No

- d. Does your Quality Assurance/Quality Control (QA/QC) Manager have the following minimum qualifications and experience? (Attach Resume to **Attachment B**)

(1) At least five (5) years' experience in QA/QC Manager role?

☐ Yes Number of Years: _____ ☐ No

(2) Experience on at least one (1) construction type as identified in 3a?

☐ Yes Number of Projects _____ ☐ No

Years with your firm: _____

Present Position/Job Title: _____ Years in position: _____

List other project(s) this person has had a similar role for the past five (5) years:

Is your QA/QC a Principal or Officer of the firm? ☐ Yes ☐ No

- e. Please include an Organizational Chart (**Attachment C**) of the Management Team that will be assigned to this project. Identify relationships, duties and responsibilities and key roles of each individual.

5. **CAPACITY AND CAPABILITY TO PERFORM THE WORK**

a. Resources: Total number of current employees: Project Managers _____

 Estimators _____

 Superintendents _____

 Foremen _____

 Tradesmen _____

 Administration _____

 Other _____

b. Does your firm have the immediate capacity to perform the work required for this project:
☐ Yes ☐ No

c. Please list all projects currently under contract totaling over 10,000 square feet with scheduled completion dates (**Attachment D**)

() See Attachment D () None

6. SURETY

a. Firm's current surety company:

Will this surety be used for the construction contract for this project?

☐ Yes ☐ No (attach explanation)

Contact Agent Name: _____ Telephone: _____

Years utilizing this surety: _____ Maximum Capacity: _____

Aggregate Total of current surety in force: _____

b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?

☐ Yes ☐ No (attach explanation)

a. Is your firm free of having any construction contracts taken over by a surety for completion in the past five (5) years?

☐ Yes ☐ No (attach explanation)

c. Has your firm used other surety companies since 2014? ☐ Yes (list) ☐ No

Surety Company	Contact
----------------	---------

Surety Company	Contact
----------------	---------

Surety Company	Contact
----------------	---------

d. Is your firm able to obtain bonding in the amount required for the completion of this project? Provide a notarized declaration from the surety identified above, stating the amount of bonding capacity available to your firm for this project at **Attachment E**.

☐ Yes ☐ No (attach explanation)

7. **SAFETY**

- a. Does your firm have a written safety program compliant with current State regulations? Provide one (1) copy of your firm's written safety program at **Attachment F**.

☐ Yes

☐ No (attach explanation)

- b. Provide a list of key safety personnel, including the designated safety manager who will be assigned to this project, and list specific duties.

Name and Title

Specific Duties

_____	_____

Name and Title

Specific Duties

_____	_____

Name and Title

Specific Duties

_____	_____

Name and Title

Specific Duties

_____	_____

- c. Provide the experience modification Rate for the past five (5) years:

_____/_____/_____/_____/_____/

- d. Provide the Recordable Incident Rate for the past calendar year: _____
- e. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency?

☐ Yes ☐ No (attach explanation)

8. INSURANCE & CLAIMS HISTORY

- a. Is your firm free of any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party?

☐ Yes ☐ No (attach explanation)

- b. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity?

☐ Yes ☐ No (attach explanation)

- c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents (General Liability and Comprehensive Auto at \$1 Million per occurrence and \$1 Million in the aggregate)?

☐ Yes ☐ No (attach explanation)

- d. Please provide a letter from an insurance carrier stating that the firm is able to obtain insurance in the limits stated as **Attachment G**.

9. QUALITY ASSURANCE – ATTACHMENT H

- a. Does your firm have a written Quality Assurance Program?

☐ Yes ☐ No

- b. Provide one (1) copy of the written Assurance Program for **Attachment H**

10. PROJECT SCHEDULING

- a. Does your firm use computerized scheduling? ☐ Yes ☐ No

- b. If YES, which programs and versions are used? Please list:

c. Has the firm been involved with a construction project within the past five (5) years, where the schedule was not met? ☐ Yes ☐ No

d. If YES, please indicate the project (refer to **Attachment A**)

i. Project:

Reason for Delay:

ii. Project:

Reason for Delay:

iii. Project:

Reason for Delay:

e. Has the firm been assessed liquidated damages due to scheduling for any project in the past five (5) years? (Refer to **Attachment A**) ☐ Yes ☐ No

If YES, please list projects

(1) Project:

 Amount \$

Reason for assessment

(2) Project:

 Amount \$

Reason for assessment

(3) Project:

 Amount \$

Reason for assessment

11. LABOR CODE VIOLATIONS

- a. Has your firm during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects? Refer to **Attachment I**

☐ Yes ☐ No

- b. Is the firm free of all Subcontractor Fair Practices Act violations for the past five (5) years?

☐ Yes

☐ No (explain)

12. JUDGEMENTS/BREACH OF CONTRACT/ MEDIATIONS AND ARBITRATIONS
Attachment J

- a. List any judgments against the firm during the past 5 years.
Who initiated? What was the outcome?
- b. List any other actions brought against you for breach of contract during the past 5 years,
Who initiated? What was the outcome or current status?
- c. List all mediations/arbitrations in the last 5 years.
Who initiated? What was the outcome?

13. CONTRACTOR INFORMATION/THIRD PARTY STATUS

- a. Certify and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully perform the contract, or will achieve the same through its pre-listed subcontractors.
- b. Certify by providing statement that Offeror has true third party status. No owner, owners or employees of the Offerors company shall have any ownership or relationship that would create a conflict of interest by selling, installing or manufacturing products that would be used in the project in which they are designing, consulting, providing construction administration or inspecting.
- c. Refer to **Attachment K**

**THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION
INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.**

Name and Title

Firm Name

Signature

Address of Firm

E-mail Address

City/State/Zip

Telephone Number

Fax Number

End of GENERAL CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

ATTACHMENT A
GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 3.a. EXPERIENCE
COMPLETE ONE FORM FOR EACH PROJECT LISTED (MAXIMUM 5)

PROJECT DESCRIPTION

Project Type: _____	Contact Name: _____
Project Name: _____	Contact Title: _____
Owner: _____	Contact Phone No.: _____

DESIGN PROFESSIONAL

Name of Firm: _____	Contact Name: _____
Contact Phone No.: _____	Contact Title: _____
Gross Building Area (Sq. Ft.) _____	<input type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Renovation
Project Start Date: _____	Completion Date: _____
Original Contract Amt.: \$ _____	Original No. of Days to Complete: _____
Final Contract Amount With all Change Orders: \$ _____	Final Contract Days to Complete: with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages assessed on this Project? ☐ No ☐ Yes Days ____ \$ _____

Percentage of Work Subcontracted: _____ % Contract Type ☐ Competitive Bid Lump Sum
☐ Negotiated Lump Sum
Major Subcontractors: ☐ Guaranteed Maximum Price
☐ Other (Describe)

Mechanical: _____	_____
Electrical: _____	
Plumbing: _____	
Roofing: _____	

CUSTOMER SATISFACTION

**How was this measured? ☐ Customer Survey ☐ Attached ☐ Yes ☐ No ☐ Other
(Describe)**

ATTACHMENT B
GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 4 a., b, c, d
KEY PERSONNEL EXPERIENCE

ATTACH ONE (1) PAGE RESUMES OF THE PROPOSED
PROJECT MANAGER
PROJECT SUPERINTENDENT
SAFETY PROGRAM MANAGER
OTHER KEY PERSONNEL (OPTIONAL)

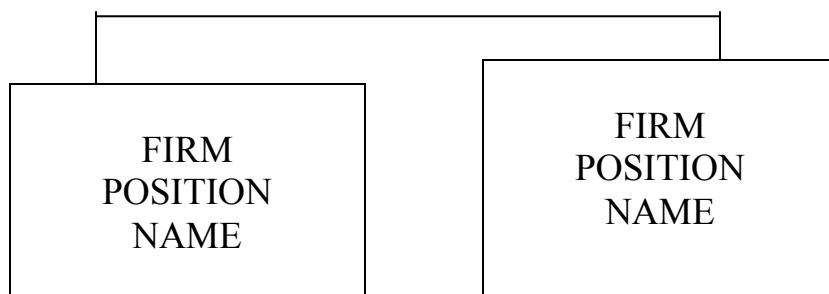
1. EDUCATION
High School, College, Trade Schools, Trade Seminars, Trade/Management Specialized Courses, Etc.
2. RELATED EXPERIENCE
Related experience should include the following:
 - a. Position Title
 - b. Duties and Responsibilities
 - c. Major accomplishments
 - d. Number of personnel supervised
3. PROJECT EXPERIENCE
Identify project experience requested in the Statement at 4.a. (2) (3), 4.b. (2) (3), and 4.c. (2). Include the project Title and Location.
4. Other information that demonstrates the individual's strengths for this project.
5. Project Professionals and Project Owner Reference may be included.

FIRM
POSITION
NAME

**ATTACHMENT C
GENERAL CONTRACTOR'S STATEMENT OF
QUALIFICATIONS**

**REFERENCE: 4.e.
Organizational Chart of Project Management Team**

Chart should include the entire
Project Team
Subcontractor Key Personnel
And Supervision



1. Indicate the relationship between PM/Supt. of the Subcontractors and the General contractor's PM/SUPT.
2. Indicate the relationship of the Safety Manager of the Subcontractors and General Contractor, and the relationship of the Safety Manager with others on the job site.
3. Indicate the relationship between the QA/QC Manager with other personnel on the job site.

ATTACHMENT D
GENERAL CONTRACTOR’S STATEMENT OF QUALIFICATIONS

REFERENCE: 5.c.

**List of all project(s) currently under contract totaling square feet stated
in 5.c. with scheduled completion dates**

<u>PROJECT TITLE AND LOCATION</u> <u>COMPLETION</u>	<u>START</u> <u>DATE</u>	<u>PROJECTED</u>

ATTACHMENT E
GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 6.d.
Notarized Declaration of Surety

DOCUMENTATION FROM SURETY

ATTACHMENT F
GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 7.a. SAFETY
Firm's written Safety Program

SUBMIT ONLY COPIES OF SAFETY PLAN WITH SUBMITTAL PACKET
OR
SUBMIT SAFETY PLAN ON DISC OR THUMB DRIVE

Include Work Loss Incidents and History

ATTACHMENT G
GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 8.d.
Letter from Insurance Carrier regarding limits of liability

DOCUMENTATION OF INSURABILITY

ATTACHMENT H
GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 9.b.
Written Quality Assurance Program

SUBMIT COPIES WITH SUBMITTAL PACKET

ATTACHMENT I
GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS
REFERENCE: 11.a.

Affidavit of non-violation of Labor Codes

Name of Firm:

Address:

Project

Reference: (Name of Owner & Project)

Request for Proposal # _____

Affidavit of Non-violation of Labor Codes

**To: The Board of Education
 Clovis Municipal School District**

**The undersigned officer of _____ hereby states that
_____ has, during the past five (5) years, been
free of any determinations by a court or an administrative agency, of repeated or willful
violations of laws and/or regulations pertaining to the payment of prevailing wages or
employment of apprentices of public works projects.**

Name

Title

Signature

NOTARY

State of _____)

County of _____)

Signed or attested before me on _____ by _____

Seal

My Commission Expires: _____

ATTACHMENT J
GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 12.a.b.c.
Judgments/Breach of Contract/Mediations/Arbitrations

- a. List any judgments against the firm during the past 5 years
Who initiated? What was the outcome?
- b. List any other actions brought against you for breach of contract during the past 5 years,
Who initiated? What was the outcome or current status?
- c. List all mediations/arbitrations in the last 5 years,
Who initiated? What was the outcome?

ATTACHMENT K
GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 13.
Contractor Information/Third Party Status

Additional written explanations or comments required for clarification of items contained in the Statement of Qualifications.

ITEM

REF. NO:

COMMENTS

Provide written statement certifying third party status.

APPENDIX H

SUBCONTRACTOR STATEMENT OF QUALIFICATIONS

Clovis Municipal School District

REQUEST FOR PROPOSAL FOR CONSTRUCTION #1819-214

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District, the Offeror acknowledges that the version maintained by the District shall govern.

STATEMENT OF QUALIFICATIONS FOR SUBCONTRACTORS

Project Name: Mesa ES HVAC Systems

4. OFFEROR INFORMATION

Firm Name:

Type of Firm:

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

☐ Other

a. Year Firm was established: _____

b. Parent Company (if applicable) _____

c. All former names during the past 10 years your organization has operated?

5. LICENSING

Provide your team's New Mexico contractor's license, which is current and in good standing with the State of New Mexico Construction Industries Division (CID).

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:

- b. License Classification: _____ License Code: _____
- c. License Number: _____
- d. Issue Date: _____ Expiration Date: _____
- e. Is the firm's contractor's license free of ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?
- () Yes, free of suspension/revocation () No IF no, attach explanation

6. EXPERIENCE

- a. Has your firm completed one (1) or more educational facility, addition and/or renovation project of similar complexity and of 10,000 square feet or more since 2014, as the proposed project? Complete **Attachment A** for three (3) maximum projects listed:

() Yes Number of Projects: _____ () No

Project 1 Name: _____

Project 2 Name: _____

Project 3 Name: _____

Provide copies of Performance Evaluation Reports prepared in connection with projects described in Para. 3.a above.

- b. State the average annual amount of construction work performed during the past five years:
\$ _____
- c. Also, on **Attachment A**, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent of completion, and scheduled completion date.

4. KEY PERSONNEL EXPERIENCE

Please note that more consideration will be given to those meeting or exceeding the required qualifications below:

- a. Does your assigned Project Manager have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years' experience in the construction industry?

() Yes Number of Years: _____ () No

(2) Experience on at least one (1) construction type as identified in 3a?

☐ Yes Number of Projects _____ ☐ No

b. Experience as a Project Manager on one (1) or more construction projects
Totaling 10,000 square feet or more?

☐ Yes Number of Projects _____ ☐ No

c. Does your assigned Project Foreman/Superintendent have the following minimum
qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years' experience in the construction industry?

☐ Yes Number of Years: _____ ☐ No

(2) Experience on at least one (1) construction type as identified in 3a.?

☐ Yes Number of Projects _____ ☐ No

(3) Experience as a Project Foreman/Superintendent on one (1) or more construction
projects

Totaling 10,000 square feet or more?

☐ Yes Number of Projects _____ ☐ No

d. Does your Firm have a Quality Assurance/Quality Control (QA/QC) Manager?

☐ Yes ☐ No

Name: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in position: _____

List other project(s) this person has had a similar role for the past five (5) years:

e. Is your QA/QC a Principal or Officer of the firm? ☐ Yes ☐ No

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources

(1) Total number of current employees: Project Managers _____
Estimator's _____
Foremen _____
Tradesmen _____
Administration _____
Other _____

b. Please list all projects currently under contract at square footage listed in 3a. with scheduled completion dates (**Attachment C**)

☐ See Attachment E
☐ None

6. SAFETY

a. Does your firm have a written safety program compliant with current State regulations? Provide one (1) copy of your firm's written safety program at **Attachment D**.

☐ Yes
☐ No (attach explanation)

b. Provide your Experience Modification Rate for the past five (5) years:

_____/_____/_____/_____/_____ /

c. Provide the Recordable Incident Rate for the past calendar year: _____

d. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency?

☐ Yes
☐ No (attach explanation)

7. INSURANCE & CLAIMS HISTORY

a. Is your firm free of any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party?

- ☐ Yes
☐ No (attach explanation)

b. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity?

- ☐ Yes
☐ No (attach explanation)

c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents (General Liability and Comprehensive Auto at \$1 Million per occurrence and \$1 Million in the aggregate)?

- ☐ Yes
☐ No (attach explanation)

8. QUALITY ASSURANCE

a. Does your firm have a written Quality Assurance Program?

- ☐ Yes
☐ No

b. Note: If you have a Quality Assurance Program, please provide one (1) copy of the written Assurance Program for **Attachment E**

9. LABOR CODE VIOLATIONS

a. Has your firm during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects? Refer to **Attachment F**

- ☐ Yes
☐ No

- b. Is the firm free of all Subcontractor Fair Practices Act violations for the past five (5) years?
☐ Yes
☐ No (explain)

10. JUDGEMENTS/BREACH OF CONTRACT, MEDIATIONS AND ARBITRATIONS
Attachment G

- a. List any judgments against the firm during the past 5 years.
Who initiated? What was the outcome?
- b. List any other actions brought against you for breach of contract during the past 5 years,
Who initiated? What was the outcome or current status?
- c. List all mediations/arbitrations in the last 5 years,
Who initiated? What was the outcome?

11. SUBCONTRACTOR COMMENTS

Please provide further explanation of any of the attachments/items indicated, or other additional information you may want to submit to further clarify any of the information provided in this questionnaire as **Attachment H**

12. OTHER INFORMATION

- a. Certify and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully perform the contract, or will achieve same through its pre-listed subcontractors. Refer to **Attachment I**
- b. Additional information, pictures, diagrams, reports, etc. may provided as outlined in the Request for Proposal (written qualification limitation of 5 pages will be attached as **Attachment J**

THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.

Name and Title

Firm Name

Signature

Address of Firm

E-mail Address

City/State/Zip

Telephone Number

Fax Number

End of SUBCONTRACTOR QUALIFICATIONS QUESTIONNAIRE

ATTACHMENT A
SUBCONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 3.a.
Experience in the past 5 years with projects of similar size and scope

COMPLETE ONE FORM FOR EACH PROJECT LISTED ON THE QUESTIONNAIRE (MAXIMUM 3)

PROJECT DESCRIPTION

Project Type: _____ **Owner:** _____

Project Name and Location: _____

Gross Building Area (Sq. Ft.) _____ **() New () Addition () Renovation**

Original Contract Amt.: \$ _____ **Completion Date/Percentage Complete:** _____

DESIGN PROFESSIONAL

Name of Firm: _____ **Contact Name:** _____

GENERAL CONTRACTOR

Name of Firm: _____ **Contact Name:** _____

CUSTOMER SATISFACTION

How was this measured? () Customer Survey () Attached () Yes () No () Other (Describe)

ATTACHMENT B
SUBCONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 4 a., b., c., d.
Key Personnel Resumes

ATTACH ONE (1) PAGE RESUMES OF THE PROPOSED

1. PROJECT MANAGER
 2. PROJECT FOREMAN/SUPERINTENDENT
 3. OTHER KEY PERSONNEL (OPTIONAL)
-
6. EDUCATION
High School, College, Trade Schools, Trade Seminars, Trade/Management Specialized Courses, Etc.
 7. RELATED EXPERIENCE
Related experience should include the following:
 - a. Position Title
 - b. Duties and Responsibilities
 - c. Major accomplishments
 - d. Number of personnel supervised
 8. PROJECT EXPERIENCE
Identify project experience requested in the Statement at 4.a. (2) (3), 4.b. (2) (3), and 4.c. (2). Include the project Title and Location.
 9. Other information that demonstrates the individual's strengths for this project.
 10. Project Professionals and Project Owner Reference may be included.

ATTACHMENT C
SUBCONTRACTOR’S STATEMENT OF QUALIFICATIONS

REFERENCE: 5.b.
Projects currently under contract at square footage
Listed in 3.a. with scheduled completion dates

<u>PROJECT TITLE AND LOCATION</u>	<u>START DATE</u>	<u>PROJECTED COMPLETION</u>

ATTACHMENT D
SUBCONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 7.a.
Copy of Firm's written Safety Plan

SUBMIT COPIES OF SAFETY PLAN WITH SUBMITTAL PACKET OR PROVIDE PLAN ON
THUMB DRIVE

Include Work Loss Incidents & History

ATTACHMENT E
SUBCONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 9.b.
Written Quality Assurance Program

SUBMIT COPIES WITH SUBMITTAL PACKET

ATTACHMENT F
SUBCONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 11.b.
Affidavit of non-violation of Labor codes

Name of Firm: _____

Address: _____

Project

Reference: (Name of Owner & Project)

Request for Proposal # _____

Affidavit of Non-violation of Labor Codes

To: The Board of Education
 Clovis Municipal School District

The undersigned officer of _____ hereby states that
_____ has, during the past five (5) years, been
free of any determinations by a court or an administrative agency, of repeated or willful violations
of laws and/or regulations pertaining to the payment of prevailing wages or employment of
apprentices of public works projects.

Name

Title

Signature

NOTARY

State of _____)

County of _____)

Signed or attested before me on _____ by

Seal

My Commission Expires:

ATTACHMENT G
SUBCONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 10. a. and b.
Judgments/Breach of Contract, Mediation and Arbitrations

- a. List any judgments against the firm during the past 5 years
Who initiated? What was the outcome?

- b. List any other actions brought against you for breach of contract
during the past 5 years,
Who initiated? What was the outcome or current status?

- c. List all mediations/arbitrations in the last 5 years,
Who initiated? What was the outcome?

ATTACHMENT H
SUBCONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 11.
Subcontractor comments

Additional written explanations or comments required for clarification of items contained in the Statement of Qualifications.

<u>ITEM REF.</u> <u>NUMBER</u>	<u>COMMENTS</u>
-----------------------------------	-----------------

ATTACHMENT I
SUBCONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: Other Information 15.a.

Certify and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully perform the contract, or will achieve same through its pre-listed subcontractors.

ATTACHMENT J
SUBCONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 15.b.
Additional Information

Additional written qualifications (optional) are limited to a maximum of 5 pages of text/photos, single sided, diagrams, reports, etc. may be provided to support your Team. Material should be limited to 8-1/2" x 11" format.

APPENDIX I
PROPOSAL FORM

PROPOSAL FORM (Lump Sum)

OFFEROR'S Name and Address:

Telephone:

Fax:

Federal Tax ID #:

New Mexico Tax ID #:

CID License #

RFP NO.: 1819-214

PROJECT NAME: Mesa ES HVAC
Systems

PROJECT NO.: S18-005

LOCATION: 4801 Norris

This Proposal is submitted to Owner:

CLOVIS MUNICIPAL SCHOOL
DISTRICT
1009 N. MAIN STREET
CLOVIS, NM 88102
Phone (575) 769-4453

In collaboration with Co-Owner:

Public School Capital Outlay
PUBLIC SCHOOL FACILITIES
AUTHORITY
2019 Galisteo, Suite B-1
Santa Fe, NM 87505

Phone (505) 988-5989

1. The undersigned Offeror proposes and agrees, if this proposal is accepted, to enter into an agreement with the Owner in the form included in the RFP Documents to perform and furnish all Work as specified or indicated in the RFP Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the other terms and conditions of the Contract Documents.

2. The Offeror accepts all of the terms and conditions of the Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of proposal security and other Proposal Documents. This Proposal will remain subject to acceptance for sixty (60) days after the day of Proposal opening. The Offeror shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Proposal Requirements within ten (10) days after the date of the Owner's Notice of Award.

3. The Contractor shall include the following cash allowances in his Proposal:

None

\$ _____

4. In submitting this Proposal, the Offeror represents, as more fully set forth in the Agreement, that:

A. the Offeror has examined copies of all the Proposal Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

- B. the Offeror has familiarized himself with the nature and extent of the Proposal Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;
- C. the Offeror has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Offerors and accepts the determination set forth in the Information Available to Offerors of the extent of the technical data contained in such reports and drawings upon which the Offeror is entitled to rely;
- D. the Offeror has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Proposal Documents;
- E. the Offeror has given the Design Professional written notice of all conflicts, errors, and discrepancies that he has discovered in the Proposal Documents, and the written resolution thereof by the Design Professional is acceptable to the Offeror;
- F. this Proposal 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 corporation; the Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; the Offeror has not solicited or induced any person, firm, or corporation to refrain from Proposing; and the Offeror has not sought by collusion to obtain for himself any advantage over any other Offeror or over the Owner;
- G. the Offeror acknowledges that he has attended any mandatory pre-Proposal conference scheduled by the Owner or the Design Professional pertaining to this project;
- H. the Offeror agrees to show clearly on the envelope in which the Proposal is submitted the Project Name and Number, and RFP Number; and,
- I. the Offeror will complete the Work for the following price(s) **(do not include any gross receipts tax in the price(s)).**

5. Proposals shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract. A proposal must be submitted on all proposal items. Segregated proposals will not be selected by the Owner.

A. LUMP SUM PRICE (please use typewriter or print legibly in ink) Base Bid Proposals (use words):

(\$)

6. The Offeror agrees that:

A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than 90 days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of *One Hundred Dollars* (\$100.00) per consecutive day per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract.

C. The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), 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 Proposals and to waive any technical irregularities in the proposals.

7. The following documents are attached to and made a condition of this Proposal:

- A. Proposal Security with Agent's Affidavit;
- B. Subcontractors Listing; and,
- C. Other (list): NONE

8. The terms used in this Proposal and the Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Proposal Documents, have the meanings assigned to them in those Conditions.

9. The Offeror is a(n):

A. INDIVIDUAL;

By:
(Individual's Signature)
Doing business as: _____
Business address: _____

Telephone: (____) _____
FAX: (____) _____

B. PARTNERSHIP:

By:
(Firm Name)

(General Partner's Signature)

Business address: _____

Telephone: (____) _____

FAX: (____) _____

C. CORPORATION:

Corporation Name: _____

State of Incorporation: _____

By _____ Title: _____
(Print Name of Person Authorized to Sign)

Signature of Authorized Person

If a New Mexico Corporation: _____
NM Certificate of Incorporation Number

If a Foreign Corporation: _____
NM Certificate of Authority Number

Attest (Secretary): _____

Business address _____

Telephone: () _____

FAX: () _____

CORPORATE SEAL HERE

or,

D. JOINT VENTURE:

By: _____
(Name)

Address: _____

Telephone: () _____

FAX: () _____

By: _____
(Name)

Address: _____

Telephone: () _____

FAX: () _____

By: _____
(Name)

Address: _____

Telephone: () _____

FAX: () _____

Each Joint Venture party 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.

OFFEROR MUST FILL IN THE FOLLOWING (if none, write none)

NM License Number _____ License Classification: _____

Dept. of Workforce Solutions Minimum Wage Act Registration Number
(DWS#) _____

Resident Contractor's Preference Number:
(Note: Please attach a copy of your current certificate).

NM Veteran's Preference
Number: _____

**ATTACHMENT A
PROPOSAL BOND**

ATTACH PROPOSAL BOND

ATTACHMENT B
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC INSURANCE AGENCY 555 NORTH AVE ALBUQUERQUE, NM 87117	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : On Grounds Insurance INSURER B : Liability Protection Insurance INSURER C : INSURER D : INSURER E : INSURER F : NAIC #
INSURED COMPANY XYZ 456 BATTLE STREET ALBUQUERQUE, NM 87117	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Sample			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Sample			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>			EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> Y <input type="checkbox"/> N	N/A	<input checked="" type="checkbox"/>	Sample	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability	<input type="checkbox"/> <input checked="" type="checkbox"/>				Ea Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- Description of the Location(s) and Services being provided.
- Have the Following entities named as Additional Insured:
 - School District - Name and Address
 - The State of New Mexico, its agents, servants and employees (PSFA's Address) if PSCOC funded.
- A statement establishing Waiver of Subrogation for all policies
- A statement establishing "That all coverage provided by this certificate is primary and non-contributory."

CERTIFICATE HOLDER**CANCELLATION**

Clovis Municipal School District/NAME OF SCHOOL
1009 N Main, Clovis, NM
*If PSCOC funded, include: Public School Facilities Authority
1312 Basehart Rd. SE, Suite 200 Albuquerque, NM

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

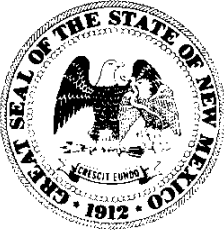
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ACORD 25 (2010/05)

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ATTACHMENT C

AGENT'S AFFIDAVIT



THIS FORM MUST
BE USED BY
SURETY

(To be filled in by Agent)

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he /
she is the duly appointed agent for
and is
licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the State of New Mexico in
connection with the construction of
dated the _____ day of _____, 20____, executed by
Contractor, as principal, and _____, as surety, signed by this
Deponent; and Deponent further states that said bond was written, signed, and delivered by
him/her; that the premium on the same has been or will be collected by him/her; and that the full
commission thereon has been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of _____,
this _____ day of _____, 20____.

Notary Public

My Commission Expires:

AGENT'S ADDRESS:

Telephone:

ATTACHMENT D
POWER OF ATTORNEY
ATTACH POWER OF ATTORNEY

ATTACHMENT E

ATTACH CMS VENDOR FORM/W-9 AND PSFA W-9

Form can be found in the project manual Division 00 Section 4553