

**STATE PURCHASING DIVISION OF THE  
GENERAL SERVICES DEPARTMENT  
AND  
NEW MEXICO EDUCATIONAL  
RETIREMENT BOARD**



**REQUEST FOR PROPOSALS FOR  
CONSTRUCTION**

**RFP Number: 30-35200-23-00000**

**New Mexico Educational Retirement Board Headquarters Building  
located in Santa Fe, New Mexico**

RFP Release Date: June 8, 2023

PROPOSAL DUE DATE: July 13, 2023, 3:00 P.M. Mountain Time

**IMPORTANT:** For large proposals, ensure you allow yourself adequate time for a successful submission.

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals in order to establish a contract through competitive negotiations for the purchase of Construction Services based on the scope of work described below. All potential Offerors are to read, understand and accept the requirements of this RFP.

The New Mexico Educational Retirement Board (NMERB) has received funding to construct a new headquarters building in Santa Fe, New Mexico.

### B. SCOPE OF PROCUREMENT:

The scope of work for this project includes the construction of a 19,443 square foot facility (the "Project") to serve as NMERB's headquarter building in Santa Fe. NMERB has purchased a 2.999-acre site at 5211 Las Soleras Drive in Santa Fe.

This building shall be designed in compliance with Section 15-3-36, Energy Efficiency Standards for Public Buildings, NMSA 1978 and qualify for the Environmental Protection Agency's ENERGY STAR®. The ENERGY STAR® special application graphic, which denotes on the final contract document drawings that the estimated energy use is intended to be in the top 25% as compared to U.S. building stock. Once the building is complete and operating for at least one year, it shall qualify to receive the ENERGY STAR® plaque in accordance with the rules and procedures of the ENERGY STAR® program. This will not be a LEED project. This procurement shall be under the Competitive Sealed Proposals for Construction and Facility Maintenance, Services and Repairs rule per New Mexico Administrative Code (NMAC) 1.4.8 and will result in one award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

The RFP documents consist of all the documents listed in the Table of Contents and all said documents are incorporated in this RFP by reference. State Purchasing Division reserves the right to reject any or all proposals.

### BACKGROUND INFORMATION:

The New Mexico Educational Retirement Board has nine members appointed to its Board of Trustees (the Board). The Board employs the Executive Director of the NMERB. The Educational Retirement Act (ERA) is the retirement system for the employees of the public schools, charter schools, colleges, universities and selected state agencies. The system was established in 1957 and operates under the authority of NM Statutes, Section 22-11-1 *et seq.*, NMSA 1978 as amended. The NMERB and its staff administer retirement benefits under the Act.

### C. PROCUREMENT MANAGER

1. The General Services Department (GSD) has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Educational Retirement Board Attn: Megan Mannila  
Address: 701 Camino de los Marquez  
Santa Fe, NM 87505 Phone: 505-476-6105  
E-mail: [Megan.Mannila@erb.nm.gov](mailto:Megan.Mannila@erb.nm.gov)

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.

## D. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via SPD's eProNM electronic procurement system. Refer to Section III.B.1 for instructions.

## E. DEFINITION OF TERMINOLOGY

This paragraph contains definitions and meanings that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

**"Agency"** means the Educational Retirement Board or General Services Department.

**"Architect"** means a member of the project team who is a New Mexico licensed architect and is responsible for the architectural services.

**"Award"** means the final execution of the contract document.

**"Business Hours"** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

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

**"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 §§57-3-A-1 through 57-3A- 7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may not be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

**"Contract"** An agreement between a state agency (the Owner) and a firm for the procurement of work covered by this RFP.

**"Contract Documents"** means any one or combination of the following contract documents: Contract/Agreement, conditions of the contract, this RFP and any addenda.

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

**"Determination"** The written documentation of a decision made by the Evaluation Committee 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.

**"Electronic Submission"** means a successful submittal of Offeror's proposal in the eProNM system, in such cases where eProNM submissions are accepted.

**"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 any Original and Hard Copy proposals contain. The digital form shall be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy CANNOT be emailed.

**"Evaluation Committee"** means a body appointed to perform the evaluation of Offerors' proposals.

**"Evaluation Committee Report"** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

**"Final Award"** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

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

**“Firm”** means the company or other business entity referenced under 1.4.8 NMAC for the purpose of identifying, individually or collectively: a general contractor, a prime contractor or a subcontractor, of any tier, whether basic trade subcontractor, subcontractor or other.

**“Mandatory”** The terms **“must”, “shall”, “will”, “is required”, or “are required”** identify a mandatory item or factor. Failure to comply with such a mandatory factor may result in the rejection of the Offerors proposal.

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

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

**“Owner”** as defined in the Agreement Between Owner and Contractor shall be the Facilities Management Division of the New Mexico General Services Department

**“Owner’s Team”** is comprised of Facilities Management Division and others in the General Services Department, a Project Manager, agency staff, and the Owner’s consultant.

**“Prime Contractor”** means the New Mexico licensed contractor selected for this project by the Evaluation Committee.

**“Project Team”** All members of the firm and team, including subcontractors who will be responsible for the completion of the project.

**“Procurement Manager”** 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.

**“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.

**“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

**“Request for Proposals”** or **“RFP”** means all documents, including those attached or incorporated by reference, and any amendments issued for use in soliciting proposals, for this project.

**“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, or items of tangible personal property described in the proposal.

**“Responsive Offer”** or **“Responsive Proposal”** 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, in terms of a non-electronic submission, 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 State 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 Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“**SPD**” means State Purchasing Division of the New Mexico State General Services Department.

“**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.

“**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.

“**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.

“**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

“**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.

## **F. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.  
<https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>

## **G. BIDDING DOCUMENTS**

Bidding documents, plans, specifications, drawings etc. may be obtained at from Academy Reprographics upon payment of a deposit in the amount of two hundred dollars (\$200) made payable to the State of New Mexico for each complete set. Partial sets or individual sheets will not be issued. The successful Bidder will receive refund of his deposit, and any unsuccessful Bidder who returns the Bidding Documents in good and complete condition within sixty (60) days of the Bid Opening will also receive refund of this deposit. No deposits will be returned after the sixty-day period.

### **Bidding Documents may be obtained / reviewed at the following locations:**

Academy Reprographics  
8900 San Mateo Blvd NE suite N  
Albuquerque, NM 87113 (505)821-  
6666

Construction Reporter  
[www.constructionreporter.com](http://www.constructionreporter.com)  
Dodge Plan room  
<http://bitly.ws/9BDG>

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

## A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule. However, if the Selection Committee makes a selection at the proposal Short Listing, then Selection of Finalist and Oral Presentations will not apply. The notional schedule for the procurement is as follows:

	Event	Responsible Party	Date	Location
1.	Issue RFP	State Purchasing Division (SPD)	June 8, 2023	<a href="https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx">https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx</a>
2.	<b>Pre-proposal Meeting- MANDATORY</b>  <b>Site Visit</b>	<b>SPD and Procurement Manager</b>	<b>Wednesday, June 14, 2023 10:00 am</b>  <b>June 14, 2023 11:30 pm</b>	In-person at: 33 Plaza La Prensa Santa Fe, NM 87507  5211 Las Soleras Drive, Santa Fe, NM
3.	Deadline to Submit Written Questions	Potential Offerors	June 22, 2023 EOB	Email to Procurement Manager Megan Mannila, <a href="mailto:megan.mannila@erb.nm.gov">megan.mannila@erb.nm.gov</a>
4.	Response to Written Questions- last RFP Addenda/Amendment issued	Procurement Manager	June 29, 2023 EOB	<a href="https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx">https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx</a>
5.	<b>Submission of Proposal</b>	<b>Potential Offerors</b>	<b>July 13, 2023 3 PM current Mountain time</b>	See #5 in Section B below
6.	*Proposal Evaluation	Selection Committee	July 14, 2023 to July 19, 2023	
7.	*Selection of Finalists	Selection Committee	July 20, 2023	
8.	*Oral Presentations	Selection Committee	To Be Determined	
9.	*Contract Award	SPD/NMERB	July 31, 2023	
10.	Protest Deadline	SPD	Contract Award + 15 days	

\*Dates indicated with an asterisk are estimates only and may be subject to change without necessitating an amendment to the RFP.

## B. EXPLANATION OF EVENTS

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

- 1. Issue RFP** - This RFP is issued on behalf of the State of New Mexico by the State Purchasing Division (SPD) of the General Services Department.
- 2. Mandatory Pre-proposal Conference** – the Mandatory pre-proposal meeting provides Offerors an opportunity to request clarification about the procurement process and discuss the intent of the contract. A representative from each interested prime contractor must attend the conference. Subcontractors and suppliers are invited to attend this meeting as well.

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing.

A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference and will be issued via addendum (RFP Amendment).

### **RFP 30-35200-23-00000 Pre-proposal Mandatory Conference**

**Mandatory Pre-proposal meeting**

**June 14, 2023 at 10:00 AM - 11:00 AM** (current Mountain Time)

**Public Employees Retirement Association**

**Santa Fe Office**

**Seminar Room**

**33 Plaza La Prensa**

**Santa Fe, NM 87507**

**Optional Site visit is ENCOURAGED- it will be held on the date/time indicated in schedule table.**

- 3. Deadline to Submit Written Questions** – Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until the deadline as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.
- 4. Response to Written Questions-** last RFP Addenda/Amendment issued - If an Addendum/Amendment is deemed necessary to clarify the contract scope, it will be issued no later than three (3) working days prior to the submission deadline. Any Addenda/Amendment issued prior to the submittal deadline shall become part of the Request for Proposals and any information required shall be included in your proposal. SPD will post the addenda/amendment or notice to their website.
- 5. Submission of Proposal** –

**IMPORTANT: For large proposals, ensure you allow yourself adequate time for a successful proposal submission.**

At this time, only electronic proposal submission is allowed. Do not submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM MST/MDT ON July 13, 2023**. NO LATE PROPOSAL CAN BE ACCEPTED. The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically via the eProNM system by the deadline set forth in this RFP. The eProNM system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the eProNM system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the eProNM system by the deadline because the response was captured, blocked,

filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE PROPOSAL CAN BE ACCEPTED.

Proposals must be submitted electronically through SPD's eProNM electronic procurement system. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, 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 state agency signature on the contract(s) resulting from the procurement has been obtained

**Confidentiality of Proposals:** Proposals will not be opened publicly and shall not be open to public inspection until after an Offeror has been awarded the contract. An Offeror may request in writing non-disclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal.

- 6. 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, depending upon the number of proposals received. During this time, the Procurement Manager 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.
- 7. Selection of Finalists** - The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. The Evaluation Committee will review each proposal. The technical proposal evaluation factors will be scored first and independently of the price proposal evaluation. Points will be allocated per Section V of this RFP, by each committee member. Then the price scoring will occur and be added to the totals. The committee member rankings will be totaled to determine the overall ranking of the firms. If deemed appropriate, the Evaluation Committee may hold interviews with the highest-ranked Offerors who will be deemed Finalists. Generally, only two or three will be selected as finalists depending on the total of scores. It is at the discretion of the committee as to how many will be selected to be finalists or if there is a clear choice of an awardee based on points. A schedule for Oral Presentation, if any, will be determined at this time. If fewer than two proposals are received, the Evaluation Committee may recommend award or may reissue the RFP. The Committee shall determine the rankings without the possibility of a tie.
- 8. Oral Presentations** - Finalist Offerors may be required to conduct an oral presentation at a venue to be determined as per Sequence of Events or as soon as possible. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (via Teams) if a physical meeting is not allowed. The Agency will provide Finalist Offerors with applicable details on the questions and place of the presentations. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and SPD.
- 9. Finalize Contractual Agreements** – After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize

a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process. A Notice of Intent to Award will be issued.

10. **Contract Award** – Upon receipt of the signed contractual agreement from the Offeror, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval and signatures.
11. **Protest Deadline** - Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contract and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> 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:

Dorothy Mendonca, State Purchasing Agent  
State Purchasing Division 1100 S. St. Francis Drive Room 2016  
Santa Fe, NM 87505

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

**C. GENERAL REQUIREMENTS**

**1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX H.

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

**3. 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 a State agency which may derive from this RFP. The State Agency entering into a Contractual agreement with a vendor will make payments to only the prime Contractor.

**4. Subcontractors**

The use of subcontractors is allowed. The prime Contractor shall be wholly responsible for the entire performance of the Contractual agreement whether or not subcontractors are used. Additionally, the prime Contractor must receive approval, in writing, from the agency awarding any resultant Contract, before any subcontractor is used during the term of this agreement.

**5. Subcontractor Listing Form**

A Subcontractor Listing Form is required as part of the Price Proposal. Subcontractor development and management will be evaluated. Each Offeror shall complete the Subcontractor Listing Form found as Appendix B. The Offeror may not change any of the firms listed for this project after submission of the proposal without the Owner's consent. The Owner will consider any request for a change in the listed firms ONLY in conformance with the New Mexico "Subcontractors Fair Practices Act" (NMSA 1978, §

13-4-31 through 13-4-43.

## 6. 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. **The Agency personnel will not merge, collate, or assemble proposal materials.**

## 7. 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 Procurement Manager 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, 1.4.1.5 & 1.4.1.36 NMAC.

## 8. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals or one hundred fifty (150) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 9. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to:***

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.

- b. an additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** 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 proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

## 10. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written Contract is awarded and approved by appropriate authorities.

## 11. Termination

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

## 12. 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 affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

### **13. Legal Review**

The Agency 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 Procurement Manager.

### **14. 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.

### **15. Basis for Proposal**

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

### **16. Contract Terms and Conditions**

The Contract between an Agency and a Contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the **Sample Contract (APPENDIX J)**. However, the Contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP Sample Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant Contract.

The Agency discourages exceptions from the Contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency, the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language (APPENDIX K). The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

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

### **17. Offeror's Terms and Conditions:**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a Contract negotiated with the Agency (APPENDIX K).

### **18. Contract Deviations:**

Any additional terms and conditions, which may be the subject of negotiation (such terms and

conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

**19. 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 Sections 13-1-83 and 13-1-85 NMSA 1978.

**20. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities that do not materially affect the price, quality and/or quantity or any other mandatory requirement. 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.

**21. Change in Contractor Representatives**

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

**22. Notice of Penalties**

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

**23. Agency Rights**

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

**24. Right to Publish**

Throughout the duration of this procurement process and Contract term, Offerors and Contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency 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.

**25. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

**26. 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 Agency.

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.

**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.

**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 agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>

## **29. New Mexico Employees Health Coverage**

Contractor shall comply with all federal and state laws and regulations regarding the obligation of employers to provide health insurance for employees. If the Contractor has more than fifty (50) full-time-equivalent employees, the Affordable Care Act applies. If the Contractor has between two (2) and fifty (50) full-time-equivalent employees, the Contractor shall notify the employees of the availability of health insurance through beWellNM online at <http://www.beWellnm.com>.

Concurrence with this NM Health Coverage requirement must be submitted using the form (APPENDIX G).

## **30. 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 State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent 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 State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **31. Letter of Transmittal**

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be signed by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (A response to B and/or C is only necessary if the responses differs from the individual identified in A);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V. Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

### 32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its 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>.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

## III. RESPONSE FORMAT AND ORGANIZATION

### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

### B. NUMBER OF COPIES

#### 1. ELECTRONIC SUBMISSION RESPONSES (SPD'S E-PROCUREMENT SYSTEM EPRONM)

**Proposals in response to this RFP must be submitted through State Purchasing's electronic procurement system.** In the eProNM system, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

EProNM proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Business/Price Proposal," on the front page of each upload

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.*

The Technical Proposals **SHALL NOT** contain any cost information.

- i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :

- One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
- One (1) **redacted** (def. Section I.F.27) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

- b) **Business/Price Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Price Proposal and other Business information. All information for the Business/cost proposal **must be combined into a single file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*
- c) Complete proposal upload prior to submission deadline - It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the eProNM system by the deadline set forth in this RFP. The eProNM system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the eProNM system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the eProNM system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED.**
- d) Upload a single Technical file and a single Cost file, unless a document exceeds 50MB - The Offeror need only submit one single electronic copy of each portion of its proposal (one Technical and one Cost), as outlined in Sections III.B.2 and III.B.3. *EXCEPTION: Single electronic files that exceed 50MB may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.*
- e) **DO NOT** upload .zip files - In accordance with the State of New Mexico's Information Technology (IT) policies and procedures, we are unable to accept .zip files. See Section II.B.1.d, above, requirements for uploading large files.
- f) **DO NOT** password-protect proposal documents – The SPD eProNM system is secure, and accessible only to SPD personnel, through a password-protected login. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.2.a.
- g) eProNM Technical Support
  - i. For assistance with completing the registration process, uploading a proposal, or other technical support issues, call (505) 795-1894 or (505) 795-1076
  - ii. For assistance with eProNM passwords or if the primary contact for your account is no longer employed by your organization call (800) 233-1211 or GSD.SPDePRocurement@state.nm.us

**The ELECTRONIC proposal submission must be fully uploaded in SPD's eProNM system by the submission deadline in Section II.B.6.**

For last minute help in uploading call 505-795-1894 or 800-233-1121 and ask for Theresa Mendibles who can assist. Document and make note of who you talk to.

Electronic Submission Hints: Press "save progress" twice in order to save as you go during your uploading. Do not wait until the last minute to upload- give yourself plenty of time due to the time needed to upload larger files.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.** may be deemed non-responsive and rejected on that basis.

## **C. PROPOSAL FORMAT FOR EACH VOLUME**

### **1. VOLUME I: TECHNICAL PROPOSAL FORMAT**

All proposals must be submitted as follows:

Length of the proposal **for the Response to Technical Specifications** shall be limited. See the limit requirement for each item below. The text shall be no smaller than 10 point, and/or graphics. Generally, the

resumes, Qualifications Statements, Attachments, Appendices, supplied References and Health/Safety Plans are excluded from the page count limits.

**DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP should be thoroughly completed and included in the appropriate section of the proposal.

**Proposal Organization** - All pages shall be numbered. Tab the binders. On the electronic, each section should be bookmarked for easy navigation. Proposals shall be organized and **tabbed or bookmarked** as described below:

**TABLE OF CONTENTS**

**Bookmark 1 – PAST PERFORMANCE- 2 pages maximum**

- **Section 1a** - Requested information- on separate pieces of paper
- **Section 1b - Attachment A** - these pages will not count in the page count
- **Section 1c - Attachment E** for listing current projects- this page will not count in the page count

**Bookmark 2.1 – STAFFING – GENERAL CONTRACTOR- 3 pages maximum**

1. **Section 2a** - Requested information- on separate pieces of paper
2. **Section 2b - Attachment C** - resumes- these pages will not count in the page count limit -one page per resume.
3. **Section 2c - Attachment D** - Organizational Chart(s)- these pages do not count in the page count
4. **Section 2d - Appendix A Part 1** - General Contractor Statement of Qualifications Form- Each Offeror shall complete the Statement of Qualifications form for themselves and include this form in their proposal. These pages do not count in the page count. There will be NO Subcontractor qualifications form required.
5. **Section 2e - Attachments M & N** - (optional) – Clarifications and Explanations: Additional Information- these pages do not count in the page count.

**Bookmark 3 – MANAGEMENT PLAN- 5 pages maximum** Attachment L - Management Plan

**Bookmark 4 – HEALTH AND SAFETY- 3 pages maximum**

1. **Section 4a** - Requested information- on separate pages
2. **Section 4b - Attachment H**
  - a. Submit a valid insurance ACORD form which lists the insurance types and levels as required in the RFP.
  - b. Submit a letter from the Workman’s Comp insurance carrier as to the EMR (Experience Modification Rate) for the most recent 3-year period.
3. **Sections 4c, d, e - Attachment G, I & K** - provide the full safety plan, full quality assurance plan and Affirmative Action Plan- these pages will not count in the page count.

**2. VOLUME II: BUSINESS/PRICE PROPOSAL FORMAT**

Volume Two is comprised of Business/Price Proposal information/forms.

All of the forms must be included except the optional NM Preference Certificate and Appendix K Alternate Terms and Conditions. The Selection Committee has the right to deem the lack of a required form as a

“technical irregularity” as long as it is a matter of form rather than substance evident from the proposal document, or an insignificant mistake that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality or quantity: **However, if the form is indicated as ‘Pass/Fail’, then if it is not present, then the proposal will be deemed ‘Non- Responsive’.**

**BOOKMARK 1- LETTER OF TRANSMITTAL- (PASS/FAIL) – Appendix H** Submit with your proposal a completed and signed original **unaltered** the Letter of Transmittal Appendix H.

**DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror’s organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror’s proposal content (*A response to B and/or C is only required if the responses differ from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization’s acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror’s disqualification.**

### **BOOKMARK 2 – PRICE PROPOSAL (PASS/FAIL)**

**Price Proposal Form – Appendix C** - Each Offeror shall complete the Price Proposal Form and include this form in Volume II: Business/Price Proposal. The proposal, bearing original signatures, must be typed or hand-written in ink on the Price Proposal Form and submitted in Volume Two. Late proposals will be disqualified and returned to the Offeror unopened.

### **BOOKMARK 3- SUBCONTRACTOR LISTING FORM (PASS/FAIL)**

**Subcontractor Listing Form- Appendix B-** This form is required In accordance with the “Subcontractor Fair Practices Act”, **the following listing is required to be submitted on the form:**

- 1) Name of each subcontractor who will be performing work or rendering service on the public works project and whose total contract will be \$260,000.00 or more.
- 2) Location of place of business (city or county).
- 3) Type of work and/or service to be performed by the subcontractor.
- 4) Public Works Registration No. The owner may not accept a bid on a public works project from a subcontractor that does not provide proof of the required registration if asked. Each subcontractor’s number will be checked on the DWS website for validity.

In addition to this Subcontractor Listing form, the Offeror must list their Public Works Registration Number on the Appendix C Price Proposal Form. If the number is not active at the time of proposal or not listed at all with the Labor and Industrial Division of the Department of Workforce Solutions, their proposal may be rejected.

### **BOOKMARK 4 – CAMPAIGN CONTRIBUTION DISCLOSURE FORM (PASS/FAIL)**

**Campaign Contribution Disclosure Form – Appendix D** - Offeror must complete, sign, and return

the Campaign Contribution Disclosure Form, APPENDIX D, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

#### **BOOKMARK 5 – ANTITRUST CLAIMS**

**Assignments of Antitrust Claims Form – Appendix E** - Each Offeror shall complete the Assignment of Antitrust Claims Form. Subcontractor, suppliers and sub subcontractors do not complete the form at this time.

#### **BOOKMARK 6 – DEA CERTIFICATION**

**Department of General Service State Purchasing Division Agency Certification Form – Appendix F** - Each Offeror shall complete and submit this form.

#### **BOOKMARK 7 – NM HEALTH COVERAGE**

**New Mexico Health Coverage Form – Appendix G** - Each Offeror shall complete and submit this form.

#### **BOOKMARK 8 – BOND (PASS /FAIL)**

**Bond - Attachment F** - Submit bid security bond as required. See Section IV below.

#### **BOOKMARK 9 – NON-VIOLATION OF LABOR CODES**

**Affidavit of Non-Violation of Labor Codes - Attachment J** - Submit the notarized Affidavit.

#### **BOOKMARK 10 – NM PREFERENCE CERTIFICATES (OPTIONAL)**

##### **NM Preference Certificate - Attachment B -**

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offeror must submit a copy of its valid New Mexico/Native American Resident

Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its 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>.

#### **BOOKMARK 11 – ALTERNATE TERMS AND CONDITIONS (OPTIONAL)**

Alternate Contract Terms and Conditions – Appendix K if applicable. Any alternate Terms and Conditions will be reviewed by the Selection Committee. As a note: in the Contract, the clauses related to Indemnification will not be altered.

## **IV. SECURITY AND BONDS**

### **A. BID SECURITY BOND FOR PRICE PROPOSAL**

Bid security in an amount equal to at least five percent (5%) of the amount of the Bid shall be a bond provided by a surety company authorized to do business in this State, or the equivalent in cash, a cashier's check, or otherwise supplied in a form satisfactory to the Owner (Section 13-1-146, NMSA 1978) and approved in writing by the Owner in advance. All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

The bid security shall be in the amount of five percent (5%) of the highest Bid amount submitted, unless

otherwise stipulated, pledging that the Bidder will enter into a Contract with the Owner on the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either:

1. The Contract has been executed and bonds have been furnished,
2. the specified time has elapsed so that Bids may be withdrawn, or
3. All Bids have been rejected.

When the Bidding Documents require bid security, noncompliance by the Bidder requires that the Bid be rejected (13-1-147A, NMSA 1978).

If a Bidder is permitted to withdraw his Bid before award, no action shall take place against the Bidder or the bid security (13-1-147B, NMSA 1978).

The Owner may reduce bid security requirements authorized by the Procurement Code (13-1-28 to 13-1-199, NMSA 1978) to encourage procurement from small businesses. Reduction, if any, and the manner thereof will be stipulated in Paragraph 7. Reduction of the amount of bid security, if any, shall in no way reduce requirements for Performance, Payment, or other Bonds referenced in the Bidding Documents.

## **B. SECURITY BOND FOR FAITHFUL PERFORMANCE**

After contract award, the successful Offeror will furnish and maintain bonds covering the faithful performance of Work that is executed under the Contract, and the payment of all obligations arising there under, in an amount equal to one hundred percent (100%) of the Contract sum executed as adjusted, and with such sureties secured through the Offeror's usual sources, licensed to do business in the State of New Mexico and as may be agreeable to the parties.

## **C. TIME OF DELIVERY AND FORM OF BONDS**

1. If awarded the Contract, the Offeror will provide Performance, Labor, and Materials Payment Bonds in an amount of the project cost. The Offeror will, prior to commencement of Work, furnish such bonds.
2. The bonds will be written on the AIA Document A312, Performance Bond and Labor and Material Payment Bond.
3. The Offeror will require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.

# **V. EVALUATION**

## **A. EVALUATION POINTS SUMMARY**

**Finalist listing** - A maximum total of 1,000 points are possible in scoring each proposal for the Finalist list evaluation. The Evaluation Committee will evaluate the proposals and may conduct interviews with only the Finalist Offerors.

The evaluation criteria to be used by the Evaluation Committee for the proposal Finalist list and the corresponding point values for each criterion are as follows:

**EVALUATION FACTORS**

- |   |                                |
|---|--------------------------------|
| 1. <b>Past Performance</b> , documented record of performance of the Prime Contractor and subcontractors on projects of a similar nature relative to budget and schedule, quality of work and customer satisfaction with applicable laws and regulations..... | <b>220 points</b>              |
| 2. <b>Project staffing</b> /craft labor capabilities, participation in skill training, reliable staffing sources, reliable project staffing.....  | <b>200 points</b>              |
| 3. <b>Management Plan</b> , management and administration of the team and team resources, technical approach to the project, safety plan and programs.....  | <b>140 points</b>              |
| 4. <b>Health and Safety</b> with respect to project safety and quality assurance and Quality Control .....  | <b>140 points</b>              |
| 5. <b>Price Proposal</b> (Price Proposal submittal) based on requirements set forth in RFP.....   | <b>300 points</b>              |
| <b>SUBTOTAL</b>   | <b>1,000 points</b>            |
| 6. <b>New Mexico Business Preference for in-state businesses (optional)</b>   | <b><u>up to 100 points</u></b> |
| <b>TOTAL possible for FINALIST LISTING</b>  | <b>1,100 points</b>            |
| <b>Finalist Offerors chosen if Oral Presentations.</b>  |                                |
| 7. <b>Oral Presentation (if held)</b>   | <b><u>250 points</u></b>       |
| <b>TOTAL possible points</b>  | <b>1,350 points</b>            |

**B. EVALUATION FACTORS**

The completed Statement of Qualification forms will be reviewed by the Evaluation Committee for accuracy and completeness. Each prospective Offeror must answer all of the questions and provide all requested information, where applicable. Any Offeror failing to do so may be deemed not responsive and not responsible with respect to this qualification at the sole discretion of Evaluation Committee. Prime Contractors are hereby informed that in making evaluations and determinations, the Selection Committee is not restricted to the minimum information required for Qualification Statements and that any relevant information regarding performance from reliable sources may be considered.

**The Statement of Qualification form will be submitted under Evaluation Factor #2, Project Staffing but a number of items in the Statement will be evaluated under other Factors.**

The brief explanation of each evaluation category is meant to provide transparency to the General Contractors for the specific documents that the Selection Committee will be reviewing. The Evaluation Factor descriptions will be a general guideline for scoring and each bullet will be factored into the scoring:

1. **Past Performance:** (220 points) – Two pages, exclusive of Attachments A & E
  - Complete General Contractor’s Statement of Qualifications (attached under Factor #2, not here)- Sections 1, 2 & 3 apply.
  - **Attachment A** - For each of five projects, past performance summary and past capability to meet schedules, meet budgets and meet project administration requirements for comparable projects/contracts. Provide specific information about schedule, budget and change orders.
  - **Attachment E** - List all projects completed in the past three years for Governmental Agencies. List agency contact information, budget and length of project. If there were any significant challenges to overcome, describe how they were handled. If no challenges, indicate ‘no challenges’” If project was

over/under budget or didn't meet schedule, explain reasons.

- **On a separate piece of paper**, describe any past experience with business office construction. Subcontractor experience will qualify.
  - **On the same separate piece of paper**, list up to five other references on similar contracts or projects not listed as any of your five projects above. Include name, title, organization, relevant contract or project, phone, and email.
  - **Appendix I Reference Questionnaires are to be submitted directly to the Procurement Manager, not to be submitted with the Offeror's proposal**. Properly submitted Reference Questionnaires will be considered in this Factor.
2. **Project Staffing:** (200 points) – three pages, exclusive of Statement of Qualifications form, Attachments D, M, and N including resumes (Attachment C) (please limit resumes to one page per person) and Appendix B Subcontractor Listing
- **Statement of Qualifications submittal (Appendix A)**. Although the Statement of Qualifications deals with topics in other sections, it should be submitted here under Project Staffing. Sections 4 & 5 apply to this factor.
  - **Attachment C** - Provide a brief resume (education, professional certification(s), years with firm, total years of experience, and a brief description of experience supporting the proposed role) for each key project personnel. Add a list of projects that are relevant and their role on the project.
  - **Attachment D** - Organizational Chart(s)- provide a wire diagram that shows the organization of the lines of authority within the General Contractor's firm and then between them and the subs.
  - **Attachments M & N** – Clarifications and Explanations; Additional Information (optional)
  - **On a separate piece of paper (up to three pages)**, describe Offeror's resources and team with their certifications and experience.
  - **On the same piece of paper**, address extent to which your key personnel have worked together as a team on projects of the same or greater magnitude and on projects of the same nature.
2. **Management Plan:** (140 points) – five pages, exclusive of the Statement of Qualifications to be submitted under separate cover and exclusive of any site plans and schedules
- Statement of Qualifications (submitted under Factor #2) Sections 10, 11, 15 apply to this factor.
  - **Attachment L** - Management Plan- provide a brief narrative of your standard major project procedures including project management, estimating, cost and schedule control, quality control and site supervision. Provide a description of the overall project methods employed to deal with site constraints, occupied campus, and adjacent buildings. Including description of the Owner's responsibilities. Provide a description and conceptual site plan for staging areas, delivery routes, possible crane locations, etc. Using a high-level schedule, demonstrate how the phasing and construction will flow and show your ability to meet the schedule.
3. **Health and Safety:** (140 points)
- Statement of Qualifications submittal- (submitted under Factor #2)- Section 6 applies to this factor.
  - Statement of Qualifications #6b-Designate the competent person responsible for and capable of implementing the safety and health program/plan.
  - Statement of Qualifications- #6c & d. Describe and firm's past record of achievement of health and safety targets (including IR Rate (Recordable Incidence Rate)).
  - Statement of Qualification- #6e & - Appropriate answers to two questions.
  - **Attachment H** - Letter from Insurance Carrier showing EMR (Experience Modification Rate) and

Insurance ACORD form

- **Attachments G, I & K** - Inclusion of your full QA, Safety Plans and Affirmative Action Plans is required.

4. **Price:** (300 points)

- **Appendix C** - Complete the Price Proposal Form
- Price offered is responsive to the RFP requirements and instructions and is realistic in respect to project plans and specifications.
- Points are calculated using the following formula:

$$\left( \frac{\text{Price of lowest Offeror}}{\text{Price of this Offeror}} \right) \times \text{maximum price score} = \text{price score this Offeror}$$

5. **NM Resident Business Preference or NM Veteran Preference:** (0, 50, 100 points)

Points will be awarded based on Offeror's ability to provide a copy of a current valid certificate issued by the NM Taxation and Revenue Department (Attachment B)

- **NM Resident Business/Contractor Preference**

The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Fifty points will be awarded to an Offeror who qualifies as a Resident Business by submitting a copy of their current valid Certificate. These points are added to the total points received for the Evaluation Criteria.

- **NM Veteran Contractor Preference**

The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

One hundred points will be awarded to an Offeror who qualifies as a Resident Veteran Business by submitting a copy of their current valid Certificate. These points are added to the total points received for the Evaluation Criteria.

- Proposers may not be awarded both the Resident Business Preference and the Resident Veteran Business Preference points. In the case where a Proposer has both certifications, the greater of the two will be used.

**100 points-** Valid Resident Veterans' Certificate received

**50 points-** Valid Resident Business/contractors Certificate received

**0 points** – no valid certificate received.

6. **Oral Presentations (Interviews, 250 points):** If interviews are held, the Evaluation Committee shall score each question. The same questions will be issued to each short-listed firm for evaluation purposes. Each question may lead to other questions to help clarify and better understand the firm's capabilities, which may be considered in scoring the interview.

### 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 Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as Finalist Offerors, based upon the proposals submitted. Interview points shall be added to the previous scores. The resultant totals will be used to determine which Finalist Offeror will bring the best value to the State.

In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## APPENDICES AND ATTACHMENTS TO FOLLOW

**APPENDIX A, PART 1 - GENERAL CONTRACTOR'S STATEMENT OF  
QUALIFICATIONS  
PART 1 ORGANIZATION**

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? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**1. LICENSING and RESPONSIBILITY MATTERS**

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 (Explain)

f. Does your firm hold all applicable Business licenses required by State (New Mexico) or Local Public Bodies?

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Name of License Holder, exactly as it appears on file with jurisdictional authorities. Issue

Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Name of License Holder, exactly as it appears on file with jurisdictional authorities.

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

**APPENDIX A, PART 1 - GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS**

Name of License Holder, exactly as it appears on file with jurisdictional authorities. Issue

Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

g. Is your firm and/or any of its Principals free from formal or proposed debarment from public works, federal, state or local jurisdictions?

Yes  No (attach explanation)

h. Is your firm and/or any of its Principals free from conviction of or from judgments rendered against them for commission of fraud or criminal offenses in connection with obtaining or performing public works, federal, state or local jurisdictions?

Yes  No (attach explanation)

**2. EXPERIENCE**

a. Has your firm completed **5 or more Governmental** (public) projects since **2010**? Complete **Attachment A** for **five (5)** maximum projects listed. Choose projects Over \$10,000,000, related to office buildings if possible.

Yes Number: \_\_\_\_\_  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 in **Attachment E**, list **any** projects that you have completed in the last 3 years for Facilities Management Division/ General Services Dept. *or other* State/Federal/City or County Agencies.

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

_____	_____
_____	_____
_____	_____

**APPENDIX A, PART 1 - GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS**

**3. KEY PERSONNEL EXPERIENCE**

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

- a. Does your assigned **Project Manager** have the following minimum qualifications and experience? (Attach Resume in format shown at **Attachment C**)
- b. At least ten years' experience in the construction industry?  Yes Number Years: \_\_\_\_\_  
 No
- c. Experience on at least one construction type as identified for this project (General Construction or Trade)?  
 Yes Number Projects: \_\_\_\_\_  No
- d. Experience as the main Project Manager on one (1) or more construction projects valued at ten million dollars (**\$10,000,000**) or more?  
 Yes Number Projects: \_\_\_\_\_  No
- e. Does your assigned **Project Superintendent** have the following minimum qualifications and experience? (Attach Resume in format shown at **Attachment C**)
  - (1) At least **ten** years' experience in the construction industry?  Yes Number Years: \_\_\_\_\_  
 No
  - (2) Experience on at least **one** construction type as identified for this project (General Construction or Trade)?  
 Yes Number Projects: \_\_\_\_\_  No
  - (3) Experience as the prime Project Superintendent on **one** or more construction projects valued at ten million dollars (**\$10,000,000**) or more?  
 Yes Number Projects: \_\_\_\_\_  No
- f. Does your assigned **Safety Program Manager** have the following minimum qualifications and experience? (Attach Resume in format shown at **Attachment C**)
  - (1) At least **five (5)** years' experience in a safety management role?  Yes Number Years: \_\_\_\_\_  No
  - (2) Experience on at least **one** construction type as identified for this project (General Construction or Trade)?  
 Yes Number Projects: \_\_\_\_\_  No
- g. List the individuals your firm will assign as your project management team, and the roles/functions each individual will perform during the construction/occupancy phase.
  - (1) Project Manager: \_\_\_\_\_ Years with your firm: \_\_\_\_\_  
**Present** Position/Job Title: \_\_\_\_\_ Years *in this Position*: \_\_\_\_\_List other project(s) this person has had a similar role for the past ten years.

**APPENDIX A, PART 1 - GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS**

Is your Project Manager a Principal or Officer of the firm?  Yes  No

(2) Superintendent: \_\_\_\_\_ Years with your firm: \_\_\_\_\_

**Present** Position/Job Title: \_\_\_\_\_ Years *in this Position*: \_\_\_\_\_

List other project(s) this person has had a similar role for the past ten years.

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Is your Superintendent a Principal or Officer of the firm?  Yes  No

(3) Safety Manager: \_\_\_\_\_ Years with your firm: \_\_\_\_\_

**Present** Position/Job Title: \_\_\_\_\_ Years *in this Position*: \_\_\_\_\_

List other project(s) this person has had a similar role for the past ten years.

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Is your Safety Manager a Principal or Officer of the firm?  Yes  No

(4) QA/QC Manager: \_\_\_\_\_ Years with your firm: \_\_\_\_\_

**Present** Position/Job Title: \_\_\_\_\_ Years *in this Position*: \_\_\_\_\_ Is

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

- h. Please include a wire organizational diagram (**Attachment D**) of the management team that will be assigned to these projects. Identify relationships, duties and responsibilities and key roles of each individual.



**APPENDIX A, PART 1 - GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS**

**6. SAFETY**

- a. Does your firm have a written safety program compliant with current State regulations? Provide one electronic or hard copy of your firm's safety program as **Attachment G**. If you choose not to attach it, then present proof of it such as an index or list of the topics covered.

Yes                       No (Explain)

- 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
_____	_____
_____	_____
_____	_____

- c. Submit a letter from your insurance carrier listing your company's Workmen's Compensation Experience Modification Rate (EMR) for the most recent three-year policy period average. Include as part of **ATTACHMENT H**. Additionally, provide the EMR for the past five (5) years below:

2021 \_\_\_\_\_ / 2020 \_\_\_\_\_ / 2019 \_\_\_\_\_ / 2018 \_\_\_\_\_ / 2017 \_\_\_\_\_

- d. Provide the information requested below for the years shown using U.S. Bureau of Labor Statistics Guidelines to determine recordability and lost workdays from your firm's OSHA 300 logs. *Explain if higher than normal.*

**Total Recordable Injury/Illness Case Rate:**

2021: \_\_\_\_\_ 2020: \_\_\_\_\_ 2019: \_\_\_\_\_ 3-year average: \_\_\_\_\_

**Lost Workday Case Rate:**

2021: \_\_\_\_\_ 2020: \_\_\_\_\_ 2019: \_\_\_\_\_ 3-year average: \_\_\_\_\_

- 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 (Explain)

- f. Has your firm had any OSHA fines or jobsite fatalities in the last three years?

Yes (Explain)       No

**7. INSURANCE & CLAIMS HISTORY**

- a. Is your firm free from 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 party?



**APPENDIX A, PART 1 - GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS**

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e. Has the firm been assessed liquidated damages due to scheduling for any project in the past **ten** years? (Refer to **Attachment A**)

Yes                       No

f. If Yes, List Projects and reason.

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**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?

Yes                       No (Explain)

b. Please provide documentation to substantiate this (**Attachment J**)

c. Is the firm free of all Sub-Contractor Fair Practices Act violations for the past **five (5)** years?

Yes                       No (Explain)

**12. AFFIRMATIVE ACTION POLICY**

a. Does your firm have an active Affirmative Action Policy?                       Yes                       No

b. Provide one copy of the current policy (**Attachment K**).

**13. NEW MEXICO RESIDENT BUSINESS PREFERENCE**

a. If applicable, submit a copy of a valid resident business certificate or valid resident veteran business certificate issued by the New Mexico Taxation and Revenue Department. (**Attachment B**).

b. For a joint proposal submitted by both resident and nonresident contractors and submitted as a legal joint venture, provide the percentage of the work produced or performed by the nonresident contractor: \_\_\_\_\_ %  
(Based on dollar amount of contract).

**14. MANAGEMENT PLAN**

Provide a narrative of your typical construction management methods and procedures including project cost and schedule control, quality control, site supervision and subcontractor supervision. Provide a narrative description of your typical project process. Include a discussion of responsibilities and deliverables, with typical durations for a \$10,000,000 project.

Please comment on how your team would describe success in this effort. (**Attachment L**).

**15. CLARIFICATIONS/EXPLANATIONS (if necessary)**

a. Please provide further explanation of items indicated requiring explanation, or other additional information to further explain any of the questions asked in this Qualification Statement

**APPENDIX A, PART 1 - GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS**

**(Attachment M).**

- b. Additional information provided as outlined in the Request for Proposal (written qualification limitation of fifteen pages) will be attached as **Attachment N**.

**The undersigned certifies that all of the Qualification information submitted with this form is true and correct.**

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Name and Title Firm Name

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Signature Address of Firm

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E-mail Address City, State, Zip Code

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Telephone

## STATEMENT OF QUALIFICATIONS

### **ATTACHMENTS INCLUDED:**

(Please check all attachments included in this Submittal)

- A Project Experience of similar complexity and scope
- B Resident Business and/or Veteran Preference Certificate
- C Resumes of Key Project Personnel
- D Project Management Wire Diagram (Organizational Chart)
- E FMD or Federal /State / Local Agency Project List
- F Bid Bond and Surety Letter
- G Safety Program
- H Letters from Insurance Carriers for EMR and ACORD
- I Quality Assurance Program
- J Substantiation of Non-violation of Labor Codes
- K Written Affirmative Action Policy
- L Management Plan
- M Clarifications, and Explanations (optional)
- N Additional Information (Optional)

**END OF QUALIFICATION STATEMENT**

# STATEMENT OF QUALIFICATIONS

ATTACHMENT A

REFERENCE: 2.a. Experience in Public Facilities projects since 2014

COMPLETE ONE FORM FOR EACH PROJECT LISTED ON APPENDIX A Section 2a.

(Add explanations if over budget or schedule)

PROJECT DESCRIPTION

Project Type: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Project Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Phone No: \_\_\_\_\_

DESIGN PROFESSIONAL

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Gross Building Area (Sq Ft): \_\_\_\_\_ [ ] New [ ] Addition [ ] Renovation Project

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ Original Contract Duration (days) \_\_\_\_\_

Final Contract Amount \_\_\_\_\_ Final Contract Duration (days) \_\_\_\_\_

With all Change Orders: \$ \_\_\_\_\_ With All Time Extensions: \_\_\_\_\_

Reasons for Change Orders/Time Extensions:

PROJECT EXECUTION

Were Liquidated Damages Assed 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 \_\_\_\_\_ Other \_\_\_\_\_

Plumbing \_\_\_\_\_ Roofing \_\_\_\_\_

Concrete \_\_\_\_\_ Special Systems \_\_\_\_\_

Fire Protection \_\_\_\_\_

CUSTOMER SATISFACTION

How was this measured? [ ] Customer Survey Attached [ ] Yes [ ] No [ ] other (describe)

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT B**

REFERENCE 13. Resident Business Certificate or Resident Veteran Business Certificate NM

**RESIDENT PREFERENCE CERTIFICATION**

Attach Current Valid Taxation & Revenue Certificate

(OPTIONAL)

## ATTACHMENT C

### REFERENCE: 3.a, b, c, d Resumes

ATTACH **ONE PAGE** RESUMES OF THE PROPOSED PROJECT MANAGER, PROJECT SUPERINTENDENT or FOREMAN, (IF ON STAFF) SAFETY PROGRAM MANAGER, QA/QC MANAGER OTHER KEY PERSONNEL (OPTIONAL)

#### 1.0 EDUCATION/ CERTIFICATIONS

High School, College, Trade Schools, Trade Seminars, Trade/Management Specialized Courses, etc.

All Certifications including any safety training

#### 2.0 RELATED EXPERIENCE

Related experience should include Current and Previous Positions with Title, Duties and Responsibilities, Major Accomplishments, and Number of Personnel Supervised.

Related experience must cover, at a minimum, the time period identified in the Statement 3a (1), b (1), and c (1).

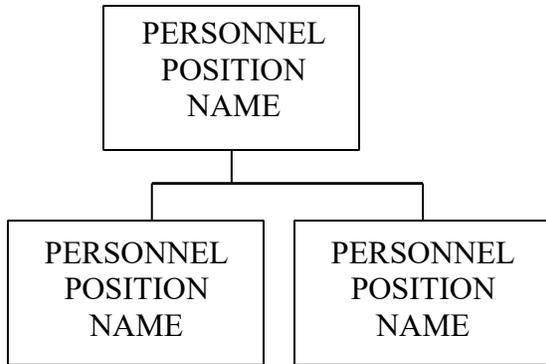
#### 3.0 PROJECT EXPERIENCE

Identify project experience requested in the Statement at 3a (2) (3), 3b (2)(3), and 3c (2). Include the Project Title and Location.

4.0 If there is space, other information that demonstrates the individual's strengths for this project.

## ATTACHMENT D

REFERENCE: 3.h Wire Diagram of Project Management Structure



**WIRE DIAGRAM SHOULD INCLUDE THE ENTIRE PROJECT TEAM, SUBCONTRACTOR KEY PERSONNEL AND SUPERVISION**

1. Indicate the relationship between the PM/Supt of the Subcontractors and the GC PM/SUPT.
2. Indicate the relationship of the Safety Manager of the Subcontractors and GC, 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 E

REFERENCE: 2.c. Projects Completed for Facilities Management Division or other Governmental Bodies (State/City/County) in last 3 years. Federal Projects may also be included.

This can be entered into an excel spreadsheet or written in paragraph form in a WORD document.

- 1) Project name/place
- 2) Agency Name and Project Manager (plus contact information if not FMD)
- 3) Budget
- 4) Approximate Length of project
- 5) Challenges: If there were any significant challenges to overcome, describe how they were handled. If none, write 'none'.

## ATTACHMENT F

### REFERENCE: 5.e. Declaration of Surety

1. Bid Bond for General Contractor only
2. Surety letter

**ATTACHMENT G**

REFERENCE: 6.a. Copy of Firm's written Safety Plan

SUBMIT ONE COMPLETE ELECTRONIC VERSION WITH PROPOSAL PACKAGE

## ATTACHMENT H

REFERENCE: 7.d. Letter(s) from Insurance Carrier(s)

### ON LETTERHEAD OF INSURANCE CARRIER ORGANIZATION

2. Submit a letter from your insurance carrier listing your company's Workmen's Compensation Experience Modification Rate (EMR) for the most recent three-year policy period average.
3. Submit either an insurance ACORD or a letter from an insurance carrier stating that the firm is able to obtain insurance in the limits stated in the GC Qualification's Statement Section 7. C.

**ATTACHMENT I**

**REFERENCE: 9.b Written Quality Assurance Program SUBMIT ONLY ONE COMPLETE  
ELECTRONIC COPY**

**ATTACHMENT J**

REFERENCE: 12.b Affidavit of non-violation of Labor codes

**Name of Firm:**

**Address:**

**Project Reference: NMERB Headquarters Building**

**Request for Proposal No: 30-35200-23-00000**

Affidavit of Non-violation of Labor Codes

**TO:** Facilities Management Division, GSD State of New Mexico

The undersigned officer of \_\_\_\_\_ hereby states that

\_\_\_\_\_ has, during the past five 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 K**

REFERENCE: 12.b Copy of Affirmative Action Policy Submit one electronic copy of the Firm's complete Affirmative Action Policy.

**ATTACHMENT L**

REFERENCE: 14. Management Plan

**ATTACHMENT M**

REFERENCE: 15.a Clarifications/Explanations

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

ITEM REF

NUMBER

COMMENTS

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## ATTACHMENT N

### REFERENCE: 15.b Additional Information

Additional written qualifications (optional) are limited to a maximum of fifteen pages of text/photos, single sided, excluding a single cover letter, title page, table of contents, dividers and covers. Material should be limited to 8-1/2" x 11" format.

**APPENDIX B - SUBCONTRACTOR LISTING FORM**

**SUBCONTRACTOR & DEPARTMENT OF WORKFORCE SOLUTIONS INDUSTRIAL & LABOR DIVISION LISTING REQUIREMENTS**

This form was developed in conjunction with the New Mexico Branch Association of General Contractors, to help clarify requirements under the “**Sub-Contractors Fair Practices Act**” of 1988, **Sections 13-4-31 to 13-4-42 NMSA 1978**, and subsequent changes thereto. Architects, State Agencies and Local Public Bodies are encouraged to use it when soliciting Public Works Projects, as that term is defined in the procurement code, Sections 13-1-66.1 and 13-1-91 NMSA 1978.

---

Date: \_\_\_\_\_ Project No: \_\_\_\_\_ RFP No: 30-35200-23-00000

Project Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

In accordance with the “Subcontractor Fair Practices Act”, **the following listing is required to be submitted with this bid:**

- 1) **Name of each subcontractor who will be performing work or rendering service on the public works project and whose total contract will be the greater of:  
A. \$5,000.00; or  
B. \$260,000.00 which represents one/half of one percent of the total project (to be estimated by the architect and/or engineer of record).**
- 2) **Location of place of business (city or county).**
- 3) **Type of work and/or service to be performed by the subcontractor.**
- 4) **Public Works Registration No. for any subcontractors that submit a bid over \$60,000 for a public work project. The owner may not accept a bid on a public works project from a subcontractor that does not provide proof of the required registration. If the value of work is below the \$60,000 threshold requiring registration, note “BELOW THRESHOLD” under Public Works Registration No.**

**NOTE: YOUR BID MAY BE DEEMED NON-RESPONSIVE IF ALL FOUR ITEMS ABOVE ARE NOT ADDRESSED**

Note: The Statute Does Not Require the Following Listings:

- (1) 2nd tier subcontractors;
- (2) Material, suppliers;
- (3) Subcontractors whose contract is less than the greater of A or B above.

Be advised, the Architect Engineer may require additional information

By signing this document, the contractor and/or subcontractor agrees that any and all claims which the firm may have or may incur 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 State of New Mexico, but only to the

**APPENDIX B - SUBCONTRACTOR LISTING FORM**

extent that such overcharges are passed on to the State. 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 State, including the right to any treble damages attributable thereto

**List of Subcontractors: (Please do NOT include suppliers) (Please DO include any Services subcontractors)**

**Name & License No.      Address (City or County)      Work to be performed      Public Works Registration No.**

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**Name & License No.      Address (City or County)      Work to be performed      Public Works Registration No.**

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**Name & License No.      Address (City or County)      Work to be performed      Public Works Registration No.**

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**Name & License No.      Address (City or County)      Work to be performed      Public Works Registration No.**

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**Name & License No.      Address (City or County)      Work to be performed      Public Works Registration No.**

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**Name & License No.      Address (City or County)      Work to be performed      Public Works Registration No.**

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**Name & License No.      Address (City or County)      Work to be performed      Public Works Registration No.**

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**Name & License No.      Address (City or County)      Work to be performed      Public Works Registration No.**

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**APPENDIX C – PRICE PROPOSAL FORM**

Date of Proposal: \_\_\_\_\_

New Mexico State Contractor's License No. \_\_\_\_\_

Contractor's New Mexico Gross Receipts Tax No. \_\_\_\_\_

Contractor's Federal Employee Identification No. \_\_\_\_\_

**Public    Works    Registration    Number:**

**Pursuant to: 13-4-13.1. Public works contracts; registration of contractors and subcontractors.**

**Submitting a bid valued at more than \$60,000 for any portion of a public works project greater than \$60,000 that is subject to the New Mexico Public Works Act is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting a bid. The Facilities Management Division may reject any and all bids that, fail to provide a Public Works Registration number for the prime contractor and all other listed contractors or subcontractors.**

**State of New Mexico, ERB RFP# 30-35200-23-00000**

**Project Name: ERB New Headquarters Building**

Proposal of (company name): \_\_\_\_\_ (Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual. **(Circle correct one).**

To: Educational Retirement Board, Santa Fe New Mexico (hereinafter called the "Owner") for (include any allowances and exclusive of GRT):

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposal for the above named project, having examined the drawings and specifications, with related documents, and having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, materials and supplies, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The undersigned Offeror’s representative also acknowledges receipt of the following: Amendment No: \_

\_\_\_\_\_, dated \_\_\_\_\_,

Amendment No: \_\_\_\_\_, dated \_\_\_\_\_,

Amendment No: \_\_\_\_\_, dated \_\_\_\_\_,

Amendment No: \_\_\_\_\_, dated \_\_\_\_\_.

**APPENDIX C – PRICE PROPOSAL FORM**

**APPENDIX C – PRICE PROPOSAL FORM**

**BASE Price:** The Offeror agrees to perform all work for the construction of the project as described in the Project Manual and as shown on the Drawings for the following lump sum: (Amounts to be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern, **please print.**) All sums will **exclude** NM Gross Receipts Tax.

**Refer to Project Manual Alternates.**

**Total Base Proposal Lump Sum:** \_\_\_\_\_  
\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)

**Total Alternate No. 1 –  
Proposal Lump Sum:** \_\_\_\_\_  
\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)

**Total Alternate No. 2 –  
Proposal Lump Sum:** \_\_\_\_\_  
\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)

The Offeror understands that the contract will be awarded in accordance with the provisions of the RFP and that the Owner reserves the right to reject any or all proposals and to waive any formalities in the proposals.

The Offeror agrees that this price will be good and may not be withdrawn for a period of sixty six calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of acceptance of this Price, Offeror should execute the final contract within sixty six calendar days barring unforeseen circumstances related to the State Board of Finance approval.

**APPENDIX C – PRICE PROPOSAL FORM**

Respectfully Submitted,

By: \_\_\_\_\_ Date: \_\_\_\_\_

(Authorized Signature)

By: \_\_\_\_\_

(Same Name, Printed or Typed)

Title: \_\_\_\_\_

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

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

\_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

(Affix Corporate Seal if proposal by Corporation):

## APPENDIX D - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

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

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“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.

**APPENDIX D - CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size)

\_\_\_\_\_  
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 E - ASSIGNMENT OF ANTITRUST CLAIMS**

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AND  
SUBSUBCONTRACTORS OF CONTRACTORS ON STATE CONTRACTS

FIRM NAME:

PROJECT:

ADDRESS:

PHONE  
NO.:

PROJECT NO:

\_\_\_\_\_ agrees that any and all claims which it 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 State of New Mexico, but only to the extent that such overcharges are passed on to the State. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

Signed by Individual empowered to obligate Suppliers,  
Subcontractors, or Subsubcontractors

TITLE: \_\_\_\_\_

APPENDIX F - SPD AGENCY CERTIFICATION FORM

New Mexico General Services Department State Purchasing Division
AGENCY CERTIFICATION FORM

Educational Retirement Board hereby certifies the following in regard to the attached contractual agreement between the Agency and (name of contractor):

- 1) This Contractor IS/IS NOT (circle one) a former state employee. \*
2) This Contractor IS/IS NOT (circle one) a current state employee or a legislator or the family member of a current state employee or legislator, or a business in which a current state employee or legislator or family member of the current state employee or legislator has an interest of greater than twenty percent (20%). \*

NOTE: Former employee requires a Former Employee Affidavit (found on CRB website), PERA letter if contractor retired from State of New Mexico and an AG's letter if contractor separated/retired within the last five years to the date of signed contract. No contract may be awarded to a current state employee or legislator, or to a family member of a current state employee or legislator, or to a business in which any of these persons has an interest greater than 20% unless such contract is awarded pursuant to the Procurement Code, except such persons or businesses cannot be awarded a contract through a sole source or small purchase. (See Section 10-16-1 through 10-16-18 NMSA 1978 for further information.)

- 3) This Contractor is a (check one): FOR PROFIT VENDOR
NOT FOR PROFIT VENDOR

- 4) This PSA DOES COMPLY with the Governor's Guidelines for Contract Review and Re- Evaluation and IS an essential contract for the Agency.

Signature of Agency Representative\*\* Date

I certify that the information stated in paragraphs 1-3 is true.

Signature of Contractor Date

\*If the Contractor is covered by one of these categories, please contact your CRB Analyst for the required procedures for processing.

\*\*Must be an authorized signatory for the Agency.

**APPENDIX G - NEW MEXICO EMPLOYEES HEALTH COVERAGE VERIFICATION  
FORM**

CONTRACTOR NAME: \_\_\_\_\_

Contractor agrees to comply with all federal and state laws and regulations regarding the obligation of employers to provide health insurance for employees. If the Contractor has more than fifty full-time-equivalent employees, the Affordable Care Act applies. If the Contractor has between two and fifty full-time-equivalent employees, the Contractor shall notify the employees of the availability of health insurance through beWellnm online at <http://www.beWellnm.com>.

(Check # 1 only if it applies) (**Must** check #2)

1.  I have less than 51 employees at this time.
2.  I agree with the terms and conditions stated above.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX H LETTER OF TRANSMITTAL**

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

(N/A, None, Does not apply, etc. are acceptable responses.)

**RFP#: 30-35200-23-00000**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	<b>A</b> <b>Contractually Obligate</b>	<b>B</b> <b>Negotiate*</b>	<b>C</b> <b>Clarify/Respond to Queries*</b>
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Teleph one</b>			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Use of subcontractors (Select one):**

No subcontractors will be used in the performance of any resultant contract, OR

The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_

(Attach extra sheets, as needed)

**4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)**

No.

Yes. Identify entity/-ies:

\_\_\_\_\_

\_\_\_\_\_

(Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:** \_\_\_\_\_

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

# APPENDIX I

## RFP for NM Educational Retirement Board Headquarters Building

### REFERENCE QUESTIONNAIRE FOR:

\_\_\_\_\_  
(Name of company **requesting** reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Educational Retirement Board via e-mail:

Name: Megan Mannila  
Telephone: (505) 476-6105  
Email: [Megan.Mannila@erb.nm.gov](mailto:Megan.Mannila@erb.nm.gov)

no later than **July 13, 2023 at 3pm** and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Agent listed above. When contacting us, please be sure to include the Request for Proposal name listed at the top of this page.

### **CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

#### QUESTIONS:

1. In what capacity have you worked with this contractor in the past? Size of project in terms of square feet or dollars?

2. How would you rate this firm's knowledge and expertise in the construction of a health care or residential type of facility?

\_\_\_\_\_(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) COMMENTS:

3. How would you rate the contractor's flexibility relative to changes in the project scope and timelines?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) COMMENTS:

4. What is your level of satisfaction with documents produced by the contractor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) COMMENTS:

5. How would you rate the dynamics/interaction between the contractor and your staff? (3 = Excellent; 2  
\_\_\_\_\_ = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

6. Who were the contractor's principal workers involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

List the Contractor's Project Manager and Superintendent. And also Assistant Superintendent or Project Engineer

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_ Name: \_

\_\_\_\_\_ Rating: \_\_\_\_\_ Name: \_

\_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are you with the quality of the work by the contractor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) COMMENTS:

8. How satisfied are you with this contractor's services?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) COMMENTS:
9. How satisfied are you with this contractor's responsiveness to issues after project completion?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) COMMENTS:
10. Was the project completed in a timely fashion? If not, why not?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) COMMENTS:
11. With which aspect(s) of this contractor's work are you least satisfied? COMMENTS:
12. Would you recommend this contractor's work to your organization again? COMMENTS:

**END OF QUESTIONNAIRE**

**APPENDIX J – SAMPLE CONTRACT IN PARTS A, B, C & Exhibit A&B**

ATTACHED SEPARATELY AT END OF RFP

**APPENDIX K – ALTERNATE CONTRACT TERMS AND CONDITIONS**

PUT ON COMPANY LETTERHEAD IF APPLICABLE