



**State of New Mexico  
Public School Facilities Authority**

1312 Basehart Road SE, Suite 200, Albuquerque, NM 87106 • (505) 843-6272 • <https://www.nmpsfa.org>

**Alamogordo Public Schools**

**Asbestos Abatement and Removal Services  
Request for Proposals  
RFP No. 009-2022**

**Deadline for Receipt of  
Proposals:**

**Date:** May 3<sup>rd</sup>, 2022

**Time:** 3:00pm MST

**Mandatory Pre-Proposal Meeting and site Visit  
Conference**

**Date:** April 11<sup>th</sup>,

**Time:** 1:00 PM MDT

**Location:** 750 Arnold Ave, Holloman AFB, NM 88330

**PSFA Project No: P19-001**

**Commodity Codes:** 34505, 91040, 36077, 51016, 54005,  
54008, 65809, 77059, 91038

**RFP Schedule Overview**  
**RFP No.009-2022**  
**Asbestos Abatement and Removal**

**RFP Schedule**

<b>Action</b>	<b>Responsible Party</b>	<b>Date &amp; Time</b>
RFP Issued	District	<b>Date:</b> April 1, 2022
<b>Mandatory Pre-proposal Conference and Site Visit (Questions will ONLY be accepted in writing)</b>	District, Offerors	<b>Date:</b> April 11, 2022 <b>Time:</b> 1:00PM MDT
Deadline for Written Questions	Offerors	<b>Date:</b> April 14, 2022
Response to Written Questions	District	<b>Date:</b> April 22, 2022
Final RFP Addendum Deadline	District	<b>Date:</b> April 22, 2022
<b>Submission of Proposal</b>	<b>District, Offerors</b>	<b>Date:</b> May 3, 2022 <b>Time:</b> 3:00pm MDT
Proposal Evaluation	Evaluation Committee	<b>Date:</b> May 5, 2022
Selection of Finalists	Evaluation Committee	TBD
Finalist Presentation/Interview, if required	Offeror	<b>Date:</b> May 10, 2022
Notification of Intent to Award	District	TBD
Contract Approval Period	District, Offeror	TBD
Contract Award	District	TBD
Right to Protest Deadline	Offeror	TBD

**RFP Procurement Manager Contact Information**

<b>Name:</b> Marie Bouma, Chief Procurement Officer
<b>Phone Number:</b> (575) 812-6044
<b>Email Address:</b> procurement@alamogordoschools.org
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted in writing to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding the terminology stated in the procurement documents.</i>

**RFP Proposal Submittal Location**

<b>Physical Address For Walk-in Delivery, Including Carrier Delivery i.e. UPS, FedEx, etc.</b>	<b>USPS Mailing Address</b>
<b>District:</b> Alamogordo Public Schools <b>Attention:</b> Business and Finance Marie Bouma <b>Physical Address:</b> 1211 Hawaii Ave Alamogordo, NM 88310	<b>District:</b> Alamogordo Public Schools <b>Attention:</b> Business and Finance Marie Bouma <b>Mailing Address:</b> PO Box 650 Alamogordo, NM 88310
<i>Ensure that the following information is clearly labeled on the sealed package containing the proposal. Please note: if the sealed bid is placed inside a carrier envelope, package or box for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal: (1) Offeror's Business Name (not an individual's name), (2) the RFP number and Title, (3) RFP Due Date and Time.</i>	

**RFP Term**

The District reserves the right to enter into a one (1) year contract(s).
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## Table of Contents

<b>RFP SCHEDULE OVERVIEW</b>	2
<b>1. INTRODUCTION</b>	4
1.1. PURPOSE OF THE REQUEST FOR PROPOSAL	4
1.2. SCOPE OF PROCUREMENT	4
1.3. PROCUREMENT MANAGER	4
1.4. DEFINITION OF TERMINOLOGY	5
1.5. DOCUMENT LIBRARY	9
<b>2. CONDITIONS GOVERNING THE PROCURMENT</b>	9
2.1. SEQUENCE OF EVENTS	9
<b>3. GENERAL REQUIREMENTS</b>	13
<b>4. RESPONSE FORMAT AND ORGANIZATION</b>	25
4.1. NUMBER OF RESPONSES PER OFFEROR	25
4.2. NUMBER OF COPIES OF SUBMITTED PROPOSAL	25
4.3. PROPOSAL FORMAT (Hard Copy and Electronic Copy)	26
<b>5. SPECIFICATIONS</b>	27
5.1. SCOPE OF WORK, SEE EXHIBIT A	27
5.2. CONTRACT INFORMATION	28
5.3. MANDATORY SPECIFICATIONS AND FORMS	28
<b>6. EVALUATION</b>	32
6.1. EVALUATION FACTORS/POINTS	33
<b>APPENDIX A: SAMPLE AGREEMENT</b>	35
<b>APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE</b>	47
<b>APPENDIX C: COST RESPONSE</b>	49
<b>EXHIBIT A: SCOPE OF WORK, HAVANA ASBESTOS REPORT</b>	50

# **1. INTRODUCTION**

## **1.1. PURPOSE OF THE REQUEST FOR PROPOSAL**

- 1.1.1. The Alamogordo Public Schools (District) is requesting proposals from qualified firms or Offerors to conduct Asbestos Abatement and Removal Services at Holloman Elementary School at Holloman Air Force Base. RFP No. 009-2022
- 1.1.2. The District is the lead in this procurement process with part ownership of the Project belonging to the New Mexico Public School Facilities Authority (PSFA). The District and PSFA are separately the District and the PSFA, and jointly will be referred to as Owner or Owners.
- 1.1.3. The District is located at 1211 Hawaii Avenue in Alamogordo New Mexico. Alamogordo Public School (APS) is the second largest employer in Otero County. There are more than 5,000 students in the district enrolled in one high schools, three middle schools and ten elementary schools. More than 1,000 of these students are dependents of active duty service members. APS has a long-standing history in the Tularosa Basin.

## **1.2. SCOPE OF PROCUREMENT**

- 1.2.1. The District intends on entering into a contract with the selected Offeror. The contract will be for a duration of the demolition of Holloman Elementary School.
- 1.2.2. The District intends that contracts resulting from this Request for Proposal shall be utilized by the PSFA and school districts collectively, when the PSFA and school district are Co-Owners of a project, or by the school districts acting on their own.

## **1.3. PROCUREMENT MANAGER**

- 1.3.1. The District has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, email address, phone number and mailing address are listed below. All deliveries should be addressed as follows:

Marie Bouma  
Chief Procurement Officer  
[procurement@alamogordoschools.org](mailto:procurement@alamogordoschools.org)  
Office: 575-812-6044 Fax: 575-812-6049  
Alamogordo Public Schools  
PO Box 650/1211 Hawaii Ave  
Alamogordo, NM 88310

- 1.3.2. Any inquiries or requests regarding this procurement are to be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other District employees or Evaluation Committee members do not have the authority to respond on behalf of the District.

1.3.3. This section contains definitions and abbreviations that are used throughout this procurement document.

#### **1.4. DEFINITION OF TERMINOLOGY**

1.4.1. This section contains definitions and abbreviations that are used throughout this procurement document.

**“Addendum” or “Amendment”** means a written change, addition, alteration, correction, or revision to an Invitation to Bid, Request for Proposal, or contract document.

**“Adequacy and Planning Guide”** means the reference guide to be used in the programming and design of school projects. The purpose of this guide is to clarify the “Adequacy Standards” and to provide assistance through references and “best Practice” examples.

**“Adequacy Standards”** means the New Mexico Public School Statewide Adequacy Standards, which establish the acceptable levels for the physical condition and capacity of school buildings, the educational suitability of those facilities and the need for technological infrastructure at those facilities. The standards are not intended to restrict a facility’s size.

**“Architect”** means a Mexico licensed architect and who is responsible for the architectural services.

**“Agreement”** means the agreement between the District, the PSFA, and the firm for the work covered by this solicitation.

**“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.

**“Award”** means the final execution of the contract document resulting from this solicitation.

**“Business Hours”** means 8:00 AM to 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

**“Close of Business”** means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

**“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, § 57-3-A-1 to § 57-3A-7. See NMAC § 1.4.1.25. As one example, no information that could be obtained from a source outside this solicitation can be considered confidential information.

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

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

**“Cost Reimbursement”** means a contract which provides for a fee other than a fee based on a percentage of cost and under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms.

**“Desirable”** The terms “may”, “can”, “should”, “preferable”, or “refers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

**“Design Professional”** means the entity defined as an architect and or engineer. Or the firm of architects, engineers, or both (and their consultants) which have undertaken to design the Project pursuant to a contract agreement with the Owner.

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

**“e-Builder”** means the Construction Information Management System (CIMS) utilized by the Owner and Co-Owner, and which the Design Professional must also utilize.

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

**“Energy Star”** is a voluntary program of the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy that identifies energy-efficient products and buildings. Qualified products and buildings exceed minimum Federal standards for energy consumption by a certain amount. Qualifying buildings which, achieve an ENERGY STAR rating of 75 or above, are eligible to receive the ENERGY STAR label. (See: <http://energystar.gov>) Compliance with ENERGY STAR is required on certain projects pursuant to NMSA 1978, § 15-3-36.

**“Evaluation Committee”** means a body appointed by the District to perform the evaluation of Offeror proposals.

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

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

**“Firm Fixed Price Contract”** means a contract which has a fixed total price or fixed unit price.

**“Hourly Rate”** means the proposed, fully loaded, maximum hourly rates that include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate. The Hourly Rate does not include employee travel time, mileage, per diem or lodging.

**“Mandatory”** The terms “must”, “shall”, “will”, “is required”, or “are required” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

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

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

**“New Mexico Public School Facilities Authority” or “PSFA”** is a statutorily created agency pursuant to NMSA 1978, § 22-24-9 which serves as staff to the Public-School Capital Outlay Council.

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

**“Procurement Manager”** means any person or designee authorized by the District to enter into or administer contracts and make written determinations with respect thereto.

**“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. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

**“Proposal”** means an Offeror’s written offer or response to a Request for Proposal.

**“Public School Capital Outlay Council” or “PSCOC”** distributes funds from the Public Outlay Fund to school districts throughout the State of New Mexico as prescribed by NMSA 1978, § 22-24-1 through § 22-24-6.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1978, § 1.4.1.45 and defined herein and outlined in Section 2.2.9 this RFP, blacked out BUT NOT omitted or removed.

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

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

**“Responsive Offer” or “Responsive Proposal”** means an offer which confirms 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, and clearly labeled on the outermost package as directed in the RFP instructions. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The District reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the 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.

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

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

**“State Agency” or “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” or “Agency” includes the New Mexico Public School Facilities Authority.

**“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirements. This statement shall be included in Offeror’s 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 purpose of evaluation.

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



## **1.5 DOCUMENT LIBRARY**

### **1.5.1 See Exhibit A: Scope of Work, for Services to be provided**

1.5.2 A document library has been established for Offerors to review. The library contains the information listed below and the content of each item can be located at the PSFA website at <https://www.nmpsfa.org>, using the following path: Administration > Procurement > Document Library for RFPs.

1.5.2.1. Guidelines to the New Mexico Public School Adequacy Standards:

1.5.2.2. NMAC 6.27.30 Statewide Adequacy Standards

1.5.2.3. NMAC 6.27.31 Special Purpose Schools Adequacy Planning Guide

1.5.2.4. NMAC Rules – Public School Capital Outlay Council

1.5.2.5. Facilities Master Plan, multiple documents

1.5.2.6. The State of New Mexico PSFA HVAC and Controls Performance Assurance Program Manual, incorporating all appendices

1.5.2.7. The State of New Mexico PSFA TAB Performance Assurance Contractor Manual

1.5.2.8. The State of New Mexico PSFA Roofing Program Handbook

## **2. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP describes the major procurement events as defined in the RFP Schedule Overview, and the conditions governing the procurement. The Procurement Manager will make every effort to adhere to the RFP schedule.

### **2.1 SEQUENCE OF EVENTS**

2.1.1 See RFP Schedule Overview, page 2

2.1.2 Pre-Proposal Conference, Mandatory

2.1.2.1. A mandatory pre-proposal conference will be held 750 Arnold Ave, Holloman AFB, NM 88330 at 1:00 PM MDT on April 11, 2022. All parties interested in submitting a proposal will be escorted onto Holloman AFB by an Alamogordo Public Schools employee.

2.1.2.2. Questions will not be answered at the pre-proposal meeting. Written questions may be submitted via email to the Procurement Manager or through Vendor Registry. All written questions received will be answered via an addendum on the day specified in the RFP Schedule Overview, page 2.

2.1.2.3.A public log will be kept of the names of Potential Offerors that attend the pre-proposal conference.

2.1.3. Deadline to Submit Additional Written Questions

2.1.3.1.Potential Offerors may submit additional written questions as to the intent of, or clarification of, this RFP until close of business on the day specified in the RFP Schedule Overview, page 2. All written questions must be addressed to and sent to the Procurement Manager (see Section 1, Paragraph 1.3.1). Do NOT send emails, or other forms of communication, to other District employees regarding this RFP.

2.1.4. Response to Written Questions/RFP Amendments

2.1.4.1.Written responses to written questions and any RFP amendments will be distributed via [vendorregistry.com](http://vendorregistry.com) and the Alamogordo Public Schools website [alamogordoschools.org/](http://alamogordoschools.org/) on the day specified in the RFP Schedule Overview, page 2, to all Potential Offerors whose organization name appears on the procurement distribution list.

2.1.5. Submission of Proposal

2.1.5.1.Proposals shall be submitted to the District on Vendor Registry [vendorregistry.com](http://vendorregistry.com) **OR** delivered hard copies with an electronic format on a flash drive. (See Section 3. Response Format and Organization for further details.) Proposals must be addressed and delivered to the Procurement Manager at the address listed on the RFP Schedule Overview, page 2. Proposals must be sealed and clearly labeled on the outside of the package with the following information: (1) Offeror's business name, (2) the RFP Number, (3) the RFP Title, and (4) RFP due date and time, as specified on the RFP Schedule Overview, page 2. Proposals submitted by facsimile or email will not be accepted.

2.1.5.2.**ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DEADLINE SPECIFIED ON THE RFP COVER PAGE, THE RFP SCHEDULE OVERVIEW ON PAGE 2, AND AS SPECIFIED BELOW.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals can be submitted on Vendor Registry [vendorregistry.com](http://vendorregistry.com) **OR** be delivered to the following location: Alamogordo Public Schools, 1211 Hawaii Ave, Alamogordo, NM 88310.

2.1.5.3. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of the 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 the Request for Proposal. Awarded in this context means the final required state agency signature on the contract(s), resulting from the procurement, has been obtained.

2.1.5.4. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of the 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 the Request for Proposal. Awarded in this context means the final required state agency signature on the contract(s), resulting from the procurement, has been obtained.

#### 2.1.6. Proposal Evaluation

2.1.6.1. The evaluation of proposals will be performed by an evaluation committee appointed by the District. During the evaluation period, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

#### 2.1.7. Selection of Finalists

2.1.7.1. The Evaluation Committee may select finalist Offeror proposals, in which case the Procurement Manager will notify the finalist Offerors. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Oral Presentations will be determined at that time.

#### 2.1.8. Oral Presentation by Finalists (if applicable)

2.1.8.1. Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time and location for each Offeror presentation.

#### 2.1.9. Best and Final Offers from Finalists (if applicable)

2.1.9.1. Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and Final Offers may be clarified and amended at the Finalist Offeror's oral presentation.

2.1.10. Finalist Contract

2.1.10.1. The project is an ongoing construction site. Scheduling will be required to be coordinated with the general contractor of Holloman Elementary School. This schedule date range is subject to change at the discretion of the District. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the District reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

2.1.11. Contract Award

2.1.11.1. The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

2.1.12. Right to Protest

2.1.12.1. 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 Proposal, 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 Proposal. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM Local 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. Emailed protests will be not considered as properly submitted. The protest must be mailed or hand delivered to:

Colleen Tagle  
1211 Hawaii Ave/PO Box 650  
Alamogordo, NM 88310  
[Colleen.Tagle@alamogordoschools.org](mailto:Colleen.Tagle@alamogordoschools.org)  
575-430-9710

### **3. GENERAL REQUIREMENTS**

3.1. This procurement will be conducted in accordance with NMSA 1978, Chapter 13, and purchasing regulations as adopted by the District.

#### **3.1.1. Acceptance of Conditions Governing the Procurement**

3.1.1.1. Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section 5 of this RFP.

#### **3.1.2. Incurring Cost**

3.1.2.1. 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 setup and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

#### **3.1.3. Prime Contractor Responsibility**

3.1.3.1. 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 Owners entering into a contractual agreement with a vendor will make payments to only the prime contractor.

#### **3.1.4. Subcontractors/Consent**

3.1.4.1. 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 written approval from District awarding any resultant contract before any subcontractor is used during the term of this agreement.

#### **3.1.5. Certifications and Licenses**

3.1.5.1. Potential Offerors must have the proper certifications and licenses to do business in New Mexico as follows:

##### **3.1.5.1.1. Corporations:**

3.1.5.1.1.1. Name of registered agent pursuant to NMSA 1978, § 53-5-2.

- 3.1.5.1.1.2. Certificate of Authority from the Secretary of State's Office indicating
- 3.1.5.1.1.3. that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, § 53-17-6 and § 53-17-8.
- 3.1.5.1.1.4. Obtain a Federal Employer Identification Number.
- 3.1.5.1.1.5. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

3.1.5.1.2. Limited Liability Companies:

- 3.1.5.1.2.1. Registered office and registered agent for service of process that is either a New Mexico resident or domestic corporation, limited liability company, or a partnership that is located in New Mexico.
- 3.1.5.1.2.2. File and Application for Registration with the Secretary of State's Office to conduct business in New Mexico and must obtain a Certificate of Good Standing from the Secretary of State's Office to conduct business in New Mexico.
- 3.1.5.1.2.3. Obtain a Federal Employer Identification Number.
- 3.1.5.1.2.4. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

3.1.5.1.3. Limited Partnerships:

- 3.1.5.1.3.1. Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-2-1 through § 54-2-48.
- 3.1.5.1.3.2. File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.
- 3.1.5.1.3.3. Obtain a Federal Employer Identification Number.
- 3.1.5.1.3.4. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

3.1.5.1.4. General Partnerships:

- 3.1.5.1.4.1. File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.
- 3.1.5.1.4.2. Obtain a Federal Employer Tax Identification Number.
- 3.1.5.1.4.3. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

3.1.5.1.5. Sole Proprietorships and Joint Ventures:

- 3.1.5.1.5.1. Obtain a Federal Employer Identification Number.
- 3.1.5.1.5.2. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

3.1.6. Amended Proposals

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

3.1.7. Offeror's Rights to Withdraw Proposal

- 3.1.7.1. 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.

3.1.8. Proposal Offer Firm

- 3.1.8.1. Responses to this RFP, including proposal prices for services, will be considered firm for one hundred sixty (160) days after the due date for receipt of proposals.

3.1.9. Disclosure of Proposal Contents

- 3.1.9.1. Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements: Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

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

3.1.9.3. PLEASE NOTE: The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

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

#### 3.1.10. No Obligation

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

#### 3.1.11. Termination

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

#### 3.1.12. Sufficient Appropriation

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

#### 3.1.13. Legal Review

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

#### 3.1.14. Governing Law



3.1.14.1. 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.

3.1.15. Prohibited Bidding

3.1.15.1. Pursuant to NMSA 1978, § 10-16-13, no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications, or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a State agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

3.1.16. Consent to Jurisdiction and Venue

3.1.16.1. If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the District, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Otero County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.

3.1.17. Basis for Proposal

3.1.17.1. Only information supplied, in writing, by the District through the Procurement Manager or in this RFP should be used as the basis for the preparation of the Offeror's proposal.

3.1.18. Contract Terms and Conditions

3.1.18.1. The contract between the Owners and a contractor will follow the format specified by the PSFA and contain the terms and conditions set forth in the Sample Agreement, Appendix A. Exceptions to the Sample Agreement may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Evaluation Committee or the Owner, the proposed changes are substantial modification to the Sample Contract. The Owners reserve the right

to negotiate provisions in addition to those contained in this RFP (Sample Agreement) with any Offeror.

3.1.18.2. Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Agreement, the Offeror must propose specific alternative language. The Offeror must provide a brief description of the purpose and impact of each proposed change, followed by the specific proposed alternate wording. The Owners may or may not accept the alternative language.

3.1.18.3. If an Offeror fails to propose any alternate terms and conditions in its proposal, no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions in the proposal is an explicit agreement by the Offeror that the contractual terms and conditions contained in the Sample Agreement are accepted by the Offeror.

3.1.18.4. A substitution of the Sample Contract is not acceptable and will result in the disqualification of the Offeror's proposal.

#### 3.1.19. Offeror Qualifications

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

#### 3.1.20. Right to Waive Minor Irregularities

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

#### 3.1.21. Change in Contractor Representatives

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

#### 3.1.22. Notice of Penalties

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

3.1.23. District Rights

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

3.1.24. Right to Publish

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

3.1.25. Ownership of Proposals

3.1.25.1. All documents submitted in response to this Request for Proposal shall become the property of the Owners.

3.1.26. Confidentiality

3.1.26.1. 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 Owners.

3.1.26.2. The contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Owner's written permission.

3.1.27. Electronic Mail Address Required

3.1.27.1. A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

3.1.28. Use of Electronic Versions of this RFP

3.1.28.1. This RFP is being made available by electronic means. In the event

of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District, the version maintained by the District shall govern.

3.1.29. Disclosure of Campaign Contributions, Appendix B

3.1.29.1. Offeror must complete, sign, date and return the Campaign Contribution Disclosure Form, Appendix B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed, unaltered form will result in disqualification.

3.1.30. Pay Equity Reporting Requirements

3.1.30.1. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must also agree to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) with their proposal for evaluation purposes.

3.1.30.2. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

3.1.30.3. Should Offeror not meet the size requirement for reporting a contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

3.1.30.4. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award, but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

3.1.31. Disclosure Regarding Responsibility

3.1.31.1. 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:

3.1.31.1.1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, state agency, or local public body.

3.1.31.1.2. Has within a three (3) year period preceding this offer, been convicted in a criminal matter or had a civil judgement rendered against them for:

3.1.31.1.2.1. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract.

3.1.31.1.2.2. Violation of Federal or state anti-trust statutes related to the submission of offers; or

3.1.31.1.2.3. The commission in any Federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation, or Federal criminal tax law, or receiving stolen property.

3.1.31.1.3. 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 this disclosure.

3.1.31.1.4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds Three Thousand dollars and zero cents (\$3,000.00) of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

3.1.31.1.4.1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

3.1.31.1.4.2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

- 3.1.31.1.4.3. Have within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal or state agency or local public body.
- 3.1.31.2. Principal, for 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.
- 3.1.31.3. The Contractor shall provide immediate written notice to the District 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.
- 3.1.31.4. 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.
- 3.1.31.5. Nothing contained in the forgoing 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.
- 3.1.31.6. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If, during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (Federal, state or local) with commission of any offenses named in this document, the Contractor must provide immediate written notice to the District or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the District or Central Purchasing Officer may terminate the involved contract for cause. Still further, the District 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 District or Central Purchasing Officer.

3.1.32. New Mexico Preferences

3.1.32.1. To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Invalid or expired certificates will not be accepted. An expired certificate currently in the process of renewal will not be considered valid. Certificates for preferences must be obtained through the New Mexico Department of Taxation and Revenue: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

3.1.32.2. The New Mexico Preferences are the New Mexico Business Preference and the New Mexico Resident Veterans Business Preference.

3.1.32.3. The District shall not award a business both a Resident Business Preference and a Resident Veteran Business Preference.

3.1.32.4. The New Mexico preferences shall not apply when the expenditures for this RFP include Federal Funds.

3.1.33. Conflict of Interest: Government Conduct Act

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

3.1.33.2. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, § 10-16-1 through § 10-16-18, regarding contracting with a public officer or state employee, or former state employee, have been followed.

3.1.34. Equal Employment Opportunity

3.1.34.1. In connection with this RFP and the Contract, Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

3.1.34.2. Offeror shall take affirmative action to ensure that all

applicants are treated fairly during employment, without regard to race, color, religion sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

3.1.34.3. Such action shall include but not be limited to the following: layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

size requirement for reporting at contract award, but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### 3.1.35. Disclosure Regarding Responsibility

3.1.35.1. 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:

3.1.35.1.1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, state agency, or local public body.

3.1.35.1.2. Has within a three (3) year period preceding this offer, been convicted in a criminal matter or had a civil judgement rendered against them for:

3.1.35.1.2.1. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract.

3.1.35.1.2.2. Violation of Federal or state anti-trust statutes related to the submission of offers; or

3.1.35.1.2.3. The commission in any Federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation, or Federal criminal tax law, or receiving stolen property.

3.1.35.1.3. 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 this disclosure.

3.1.35.1.4. Has, preceding this offer, been notified of any delinquent



Federal or state taxes in an amount that exceeds Three Thousand dollars and zero cents (\$3,000.00) of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

3.1.35.2. Principal, for 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.

#### **4. RESPONSE FORMAT AND ORGANIZATION**

##### **4.1. NUMBER OF RESPONSES PER OFFEROR**

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

##### **4.2. NUMBER OF COPIES OF SUBMITTED PROPOSAL**

4.2.1. Offeror shall submit their proposals on Vendor Registry [vendorregistry.com](http://vendorregistry.com) OR in hard copy accompanied by electronic version stored on flash drive in the quantities specified (only one submission format is required).

4.2.2. There must be **one (1)** hard copy of the complete proposal with original signatures and **five (5)** duplicate copies, if not submitting through Vendor Registry [vendorregistry.com](http://vendorregistry.com). The outside front cover of the binder must be clearly labeled **ORIGINAL** along with the RFP number, RFP Title and Offeror's business name. The hard copy of the Appendix C Cost Response form must be submitted with the hard copy proposal in a separate, sealed envelope marked "Cost Response", also clearly labeled as noted above. See Section 4.3 for further proposal details.

4.2.3. There must be ONE (1) electronic copy of the complete proposal on a flash drive. The Technical and Cost Response must be saved as separate files on the flash drive. The flash drive must be clearly tagged or labeled with the RFP number and the Offeror's business name. If the flash drive is password protected, the Offeror must include the password with the electronic flash drive.

4.2.4. Offeror must deliver their hard copy and flash drive proposals in a sealed container per the instructions on the RFP Schedule Overview and here in Section 4.2, on or before the closing date and time for receipt of proposals.

### **4.3. PROPOSAL FORMAT (Hard Copy and Electronic Copy)**

- 4.3.1. Proposals can be submitted on Vendor Registry [vendorregistry.com](http://vendorregistry.com) or one (1) hard copy original and five (5) duplicates in a three-ring binder, including the Cost Response in a separate envelope, clearly labeled ORIGINAL. There must be ONE (1) electronic copy of the complete proposal on a flash drive. The Technical and Cost Response must be saved as separate files on the flash drive See **paragraph 4.2.3 Number of Copies of Submitted Proposal.**
- 4.3.2. Spreadsheets and charts can be in Excel format. If the Excel files are password protected on the electronic copies, the password must be provided in written form with the flash drives. **All flash drives must be clearly tagged or labeled as specified in Paragraph 4.2 above.**
- 4.3.3. The hard copy proposal must be typewritten on standard 8-1/2"x11" paper. 8-1/2"x14" and 11"x17" paper is permissible for charts, spreadsheets, etc.), with tabs delineating each section, and placed in as small a binder as needed to contain the proposal. Offerors are strongly encouraged to limit their proposals to a maximum of thirty (30) pages. Exclusions to this limitation will be the Letter of Transmittal, Table of Contents, Campaign Contribution Discloser Form, Preference Certificate, if applicable, and Acknowledgement of Addendums (if applicable).

#### **4.3.3.1. Proposal Organization**

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

- 1: Letter of Transmittal
- 2: Table of Contents
- 3: Executive Summary
- 4: Response to Contract Terms and Conditions
- 5: Response to Mandatory Specifications, Forms and Appendices
- 6: Offeror's Additional Terms and Conditions
- 7: Other Supporting Material

4.3.3.1.2. Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Offerors may attach other materials that they feel may improve the quality of their response. However, these materials should be included as items in a separate appendix. Any proposal that does not adhere to these

requirements may be deemed non-responsive and rejected on that basis.

4.3.3.2. The Appendix C: Cost Response form is not to be included as an item within the proposal binder or on the six (6) flash drives used for evaluation. The hard copy of Appendix C Cost Response must be submitted in a separate, sealed envelope, clearly labeled “Appendix C: Cost Response” with the Offeror’s business name, RFP number and title. The sealed envelope is to be included in the shipping package with Offeror’s proposal binder. It should also be included on the one (1) flash drive labeled ORIGINAL and include the RFP number and Offeror’s business name.

4.3.3.3. Letter of Transmittal

4.3.3.3.1. Each proposal must include a Letter of Transmittal which MUST include all of the following:

4.3.3.3.1.1. Identify the submitting organization, physical address, and mailing address.

4.3.3.3.1.2. Identify the name, title, email address and phone number of the person authorized by the organization to contractually obligate the organization.

4.3.3.3.1.3. Identify the name, title, email address, and phone number of the person authorized to negotiate the contract on behalf of the organization.

4.3.3.3.1.4. Identify the names, titles, email addresses, and phone numbers of persons to be contacted for clarification.

4.3.3.3.1.5. Explicitly indicate acceptance of the Conditions governing the Procurement stated in Section 2.

4.3.3.3.1.6. Letter must be signed by the person authorized to contractually obligate the organization.

4.3.3.3.1.7. Acknowledge receipt of any and all addendum/amendments to this RFP.

## **5. SPECIFICATIONS**

### **5.1. SCOPE OF WORK**

5.1.1 The purpose of the contract is to identify and remove the quantifying suspect asbestos containing material from the interior and exterior of each building for demolition purposes. The main building, west wing, east wing, and cafeteria is gross approximate 76,000 sq. ft. All asbestos, mold, lead, and radon containing materials must be removed and contained properly to a specified location for hazardous waste by a licensed asbestos abatement contractor (GS-8) prior to demolition. If any additional discovery of hazardous materials, that are not include in the Havana Report (see Exhibit A), are found, the owner must be informed within 48 hours prior to removal. Air quality sampling will be performed by a

certified hygienist and results of air quality sampling must be given to the owner, as well as proof of Hazardous Material transport dump tickets, prior to substantial completion.

5.1.2. Specific Requirements see Exhibit A for Full Report

Identify and Remove all of the following:

Category I non-friable ACM-asbestos containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than asbestos.

Category II non-friable ACM any material, excluding Category I that contains more than asbestos and is non-friable.

Regulated Asbestos Containing Material (RACM)--is friable asbestos material, Category I ACM that has become friable, Category I that will be disturbed and become friable, and Category II ACM that has a possibility of becoming friable in the course of demolition or renovation operations

Anyone working on the Holloman AFB must have access to base.

**5.2. CONTRACT INFORMATION**

5.2.1. Construction of new replacement of Holloman Elementary School is ongoing and Asbestos Abatement must be coordinated with the General Contractor to determine when the abatement will occur. The District intends to enter into a single award for the duration of Asbestos Abatement of Holloman Elementary School.

**5.3. MANDATORY SPECIFICATIONS AND FORMS**

5.3.1. Offerors shall respond in the form of a thorough narrative to each mandatory specification requiring such. The narratives, along with required supporting materials, will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal as non-responsive.

5.3.1.1.Company Experience and Staff Qualifications

5.3.1.1.1. Offeror must submit a statement of relevant corporate experience. Offeror must identify prior experience in providing professional services as identified in Exhibit A, Scope of Work, within the State of New Mexico or for any other state. Offeror must submit resumes of proposed key professional staff members who will be performing services under the contract. Experience narratives must describe the specific relevant experience of the staff member(s) in relation to the role that the member will perform for this contract. The

narrative(s) must include the name of the individual(s) proposed, and shall include a thorough description of their education, knowledge, and relevant experience as well as certifications or other professional credentials.

5.3.1.2. Health and Safety

5.3.1.2.1. Offeror must submit a statement summarizing a description of their Health and Safety Plan. The statement must also include:

1. The name of the person responsible for and capable of implementing the Health and Safety Plan.
2. Address project-specific health and safety risks that have been identified by the RFP.
3. Address additional project-specific risks that the Offeror has identified.
4. Describe processes to minimize risk, and to ensure that health and safety issues are clearly communicated with contractors, subcontractors, and the Owner.

5.3.1.2.2. Offeror must provide one (1) hard copy of their complete, written Health and Safety Plan with the hard copy proposal. Offeror must provide one (1) electronic copy of the complete Health and Safety Plan on the ORIGINAL flash drive. **OR** if submitting their proposal via Vendor Registry, a Health and Safety Plan must be submitted separately with their proposal

5.3.1.3. Customer Service and References

5.3.1.3.1. Offeror shall provide detailed information concerning their customer service policies and practices. Offeror must include at least three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

1. Name of individual or company for whom services were provided
2. Physical address of individual or company
3. Name and title of contact person
4. Email address and phone number for contact person
5. Type of services and dates of service that were provided

5.3.1.4. Description of Work Products

5.3.1.4.1. Offeror shall thoroughly describe the types of relevant work products provided to previous clients.

5.3.1.5. Capacity and Capability

5.3.1.5.1. Offeror must provide information about their business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience, and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions, and insurance carriers. If other references are included, provide contact names, email addresses and phone numbers for the additional references.

5.3.1.6. Cost, Appendix C

5.3.1.6.1. Offeror shall complete the Cost Response Form, Appendix C and submit it with their proposal in a separate, sealed envelope, and labeled per instructions in Section 4. If submitting via Vendor Registry, the Cost Response Form must be uploaded separately, The Cost Response shall reference all Offeror work positions associated with this project, and each position's firm, fixed hourly rate.

5.3.1.7. Completed Campaign Contribution Disclosure Form

5.3.1.7.1. Offeror shall submit a completed, signed, and dated Campaign Contribution Disclosure Form with their proposal.

5.3.1.8. Resident Business and Resident Veterans Preference (Does not apply to federally funded projects)

5.3.1.8.1. See Section 2.2.32 for additional detail.

5.3.1.8.2. Pursuant to NMSA 1978, § 13-1-21, when a public body makes a purchase using a formal request for proposal process, and the contract is awarded based on a point- based system, the public body shall award additional points equivalent to: (1) five percent of the total possible points to a resident business; or (2) ten percent of the total possible points to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

5.3.1.8.3. To be awarded points for Resident Business Preference or Resident Veterans Preference, Offerors must include a copy of

their valid preference certificate in this section of your proposal.

5.3.1.8.4. *A resident veteran business shall not benefit from the preference for more than ten (10) consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference for more than ten consecutive years. A person shall not benefit from the provisions as specified in NMSA 1978, § 13-1-21, on more than one business concurrently.*

5.3.1.8.5. *Pursuant to NMSA 1978, § 13-1-21, Paragraph H, a State Agency shall not award an Offeror points for both a Resident Business and Resident Veterans Preference. If the Offeror qualifies for both, the Offeror will only be awarded point for the Resident Veterans Preference. Veteran Businesses will receive the Resident Business Preference once the cap for Resident Veterans Preferences has been exceeded.*

**5.3.1.8.6. If you do not qualify for a Resident Business or Resident Veteran Preference, please provide a statement stating you do not qualify in this section of your proposal. If you do not qualify for either preference, your proposal will be accepted, however you will not receive points for preference.**

5.3.1.9. Current W-9

5.3.1.9.1. Offeror must include a current W-9 form; completed, signed, and dated. The form is available on the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>

5.3.1.9.2. The State of New Mexico Substitute W-9 form is available on the PSFA website: [https://www.nmpsfa.org/wordpress/wp-content/uploads/2020/05/NM\\_SUBSTITUTE\\_W-9-1.pdf](https://www.nmpsfa.org/wordpress/wp-content/uploads/2020/05/NM_SUBSTITUTE_W-9-1.pdf)

5.3.1.10. Insurance

5.3.1.10.1. Contractor shall maintain the following insurance for the term of an awarded Agreement, and the District shall be named as an additional insured. The Contractor will provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

- 5.3.1.10.1.1. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: \$100,000
- 5.3.1.10.1.2. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability, for all liability the Contractor will assume under the awarded Agreement). Limits shall not be less than the following:
  - 1. Bodily injury: \$1,000,000 per person / \$1,000,000 per occurrence.
  - 2. Property damage or combined single limit coverage: \$1,000,000
  - 3. Automobile liability (including non-owned automobile coverage): \$1,000,000
  - 4. Umbrella: \$1,000,000

## **6. EVALUATION**

### **6.1. EVALUATION FACTORS/POINTS**

- 6.1.1. The District will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate the evaluators.
- 6.1.2. Proposals will be scored based upon comparison of the information submitted by each Offeror against the evaluation criteria outlined below.



<b>EVALUATION FACTORS</b>		<b>POINTS AVAILABLE</b>
1.	Company Experience and Staff Qualifications	35 Points
2.	Past Performances on Time and Budget.	10 Points
3.	Demonstration of Understanding of Scope of Work	10 Points
4.	Capacity and Capability	15 Points
5.	Cost	30 Points
<b>Total Maximum Allowable Evaluation Factor Points</b>		<b>100 POINTS</b>
	New Mexico Resident Preference, if applicable	5 Points
<b>EITHER OR</b>		
	New Mexico Resident Veteran Preference, if applicable	10 Points
	Interview, if applicable	25 Points
<b>Total Points Possible</b>		<b>100 – 160 POINTS</b>

6.1.3. The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Cost Proposal}}{\text{This Offeror's Cost Proposal}} \times 30 = \text{Award Points}$$

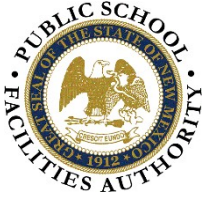
6.1.4. Evaluation Process

6.1.5. The evaluations process will follow the five steps listed below:

6.1.5.1.All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

- 6.1.5.2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section 2.1.7. Proposal Evaluation.
- 6.1.5.3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section 2.2.22 Offer Qualifications.
- 6.1.5.4. Responsive proposals will be evaluated on the factors in Section 5 that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the District, taking into consideration the evaluation factors in Section 5 and successful negotiations, will be recommended for contract award as specified in Section 2, Paragraph 2.2.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. In the event of oral presentations, responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors
- 6.1.5.5. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.
- 6.1.5.6. Ties in ranking shall be scored using the sum of the ranking places, divided by the number of firms in a tie.

A tie for first, at the end of the final rankings after the completion of short listing and interviews, shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Procurement Manager.



## APPENDIX A: SAMPLE AGREEMENT

### New Mexico Public School Facilities Authority

Agreement No. \_\_\_\_\_

THIS AGREEMENT is made by and between the Alamogordo Public Schools, hereinafter the “Owner” and the New Mexico Public Schools Facilities Authority, hereinafter referred to as the “Co-Owner,” and “Owners,” and [Name of Contractor], hereinafter referred to as the “Contractor,” and collectively referred to as the “Parties.”

WHEREAS, all terms and conditions of the RFP 002-2022 Asbestos Abatement and Removal for Holloman Elementary School and the Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFOR, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

#### **1. Scope of Work**

1.1 The Contractor shall perform the work as described in **Exhibit A**, on an as needed basis, pursuant to the submission and approval of their submitted proposal to be completed per project. The Contractor shall furnish all expertise, labor, and resources.

#### **2. Compensation**

2.1 The Contractor shall be compensated in full payment for services satisfactorily performed according to the labor rates in the Work Order. Contractor shall be reimbursed for the printing costs of the final reports.

2.2 Payment shall be made upon acceptance of each deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice.

2.3 Payment will be made to the Contractor’s designated mailing address. In accordance with NMSA1978, § 13-1-158, payment shall be tendered to the Contractor within thirty (3) days of the date of written certification of acceptance.

2.4 All Payment Invoices MUST BE received by the District no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

The Contractor shall be reimbursed by the District for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor

by any authority. PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number. Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Owner and Co-Owner harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations, and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

### **3. Duration**

3.1 This Agreement shall begin on the date approved by the Owners and shall end once the all the term of the contract have been met unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Owner reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

### **4. Termination**

#### **4.1 Grounds.**

The Owners may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

#### **4.2 Notice: The Owner's Opportunity to Cure.**

4.2.1. Except as otherwise provided in subparagraph A of this Clause and the Appropriations Clause of this Agreement, the Owner shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

4.2.2. Contractor shall give the Owner written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all Owner's material breaches of this Agreement upon which the termination is based and (ii) state what the Owner must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if Owner does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, Owner does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

4.2.3 Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Owner; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

#### 4.3 Liability.

4.3.1 Except as otherwise expressly allowed or provided under this Agreement, the Owner's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE OWNER'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

### 5. Appropriations

5.1 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Owner proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

### 6. Status of Contractor

6.1. The Contractor and its agents and employees are independent contractors performing professional or general services for the Owner and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the

Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Conflict of Interest; Governmental Conduct Act**

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

7.2 The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

7.2.1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

7.2.2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

7.2.3. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

7.2.4 this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the

Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

7.2.5 in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

7.2.6. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

7.3. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Owner relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to the Owner if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Owner and notwithstanding anything in the Agreement to the contrary, the Owner may immediately terminate the Agreement.

7.4. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

## **8. Amendment**

8.1. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the Parties hereto and all other required signatories.

8.2. If the Owner(s) propose an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

## **9. Merger**

9.1. This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**10. Penalties for violation of law.**

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

**11. Equal Opportunity Compliance.**

11.1. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**12. Workers Compensation**

12.1. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Owner.

**13. Applicable Law**

13.1. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.



#### **14. Records and Financial Audit**

14.1. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive or illegal payments.

#### **15. Invalid Term or Condition**

15.1. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

#### **16. Enforcement of Agreement**

16.1. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

#### **17. Non-Collusion**

17.1. In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Owner.

#### **18. Notices**

18.1. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

18.1.1. To District:

Marie Bouma  
Chief Procurement Officer  
PO Box 650/1211 Hawaii Ave  
Alamogordo, NM 88310

18.1.2. To PSFA:

Marilee P. Gallacher Contracts Administrator  
1312 Basehart Road, Suite 200  
Albuquerque, NM 87106-4365

18.1.3. To the Contractor:

Name  
Title  
Street/Mailing Address City, State, Zip

**19. Succession**

19.1. This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

**20. Headings**

20.1. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated

**21. Default/Breach**

21.1. In case of Default and/or Breach by the Contractor, for any reason whatsoever, the District, the PSFA and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the District, the PSFA and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

**22. Equitable Remedies**

22.1. Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Owners irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Owner(s), and the Contractor consents to the Owner(s) obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The Owner(s) rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the Owner(s) may have under applicable law, including, but not limited to, monetary damages.

**23. Indemnification**

23.1. The Contractor shall defend, indemnify and hold harmless the Owner(s) and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Owner(s) and the Risk Management Division of the New Mexico General Services Department by certified mail.

## **24. Insurance**

24.1. Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Owner(s) as an additional insured.

24.2. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: \$100,000.

24.3. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement).

Limits shall not be less than the following:

Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

Property damage or combined single limit coverage: \$1,000,000.

Automobile liability (including non-owned automobile coverage):  
\$1,000,000.

24.4. Contractor shall maintain the above insurance for the term of this Agreement and name the Owner(s) as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

## **25. Assignment**

25.1. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Owner(s).

## **26. Subcontracting**

26.1. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Owner(s). No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Owner(s).

## **27. Release**

27.1. Final payment of the amounts due under this Agreement shall operate as a release of the Owner(s), its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

## **28. Confidentiality**

28.1. Any Confidential Information provided to the Contractor by the Owner(s), or developed by the Contractor based on information provided by the Owner(s) in the performance of this Agreement 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 Owner(s). Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Owner(s) within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Owner(s) will result in direct, special, and incidental damages.

## **29. Contractor Personnel**

29.1. Key Personnel. Contractor's key personnel shall not be diverted from those designated in the Work Order without the prior written approval of the Owner(s). Key personnel are those individuals considered by the Owner(s) to be mandatory to the work to be performed under this Agreement.

29.2. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Owner(s). For all personnel, the Owner(s) reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to the Owner(s) approval. The Owner(s), in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence

of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Owner(s) reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Owner(s), meeting the Owner(s)'s expectations.

### **30. Incorporation by Reference and Precedence**

30.1. If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any Owner(s) response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

30.2. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Work Orders, (2) amendments to the Agreement in reverse chronological order, (3) the Agreement, including the scope of work and all terms and conditions thereof, (4) the request for proposals, including attachments thereto and written responses to questions and written clarifications, (5) the Contractor's best and final offer if such has been made and accepted by the Owner(s), and (6) the Contractor's response to the request for proposals.

### **31. Product of Service – Copyright**

31.1. All materials developed or acquired by the Consultant under this Agreement shall become the property of the State of New Mexico and shall be delivered to the District no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Consultant under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Consultant.

### **32. Invalid Term or Condition**

32.1. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

### **33. Authority**

33.1. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that they have the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**CONTRACTOR**  
**[Business Name]**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Authorized Signature*

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

CONTRACTOR NM TAX ID Number: \_\_\_\_\_

**OWNER**  
**Alamogordo Public Schools**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Authorized Signature*

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*[Title of Additional District Authorized Signatory, if applicable. Remove if not applicable.]*

**CO-OWNER**  
**New Mexico Public School Facilities Authority**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Authorized Signature*

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
PSFA Chief Financial Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
PSFA Legal Counsel - Certifying legal sufficiency

## **APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE**

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

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

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

The following definitions apply:

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

**“Campaign 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 federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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) \_\_\_\_\_

 \_\_\_\_\_  
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) Offeror’s Business Name



**APPENDIX C: COST RESPONSE**

Offerors must complete this Appendix C : Cost Response form. **Offeror cannot alter this form or the personnel title/classifications. \*If Offeror’s personnel titles/classifications vary from those on this form, Offeror should select this form’s title/classifications that most closely represent the Offeror’s personnel positions. Personnel Titles 1 through 5 will be used in the Evaluation process.**

Offeror shall reference all work positions associated with this project, and each position’s firm, fixed, hourly rate. **This hourly rate does not include employee travel time, mileage, per diem or lodging.** The District, at its discretion, may negotiate revised rates with the awarded Contractor on an annual basis through the duration of the contract term. **Failure to successfully negotiate rates may result in termination of the Agreement.**

**The Appendix C: Cost Response form is not to be included as an item within the Proposal Binder.** It must be submitted in a separate, sealed envelope, clearly labeled “Appendix C: Cost Response” with the Offeror’s business name, RFP number and title. The sealed envelope is to be included in the shipping package with Offeror’s proposal binder and flash drives. It is also to be included only on the flash drive labeled ORIGINAL.

	<b>PERSONNEL TITLE/CLASSIFICATION</b>	<b>PAY RATE</b>	
1.	Consultant – Project Manager, or equivalent*	\$	Pay Hour
2.	Consultant – Senior Technician, or equivalent*	\$	Pay Hour
3.	Consultant – Technician, or equivalent*	\$	Pay Hour
4.	Consultant – Administrative Assistant, or equivalent*	\$	Pay Hour
5.	Hygienists	\$	Pay Hour
6.	Unidentified Asbestos Containing Material	\$	Pay Hour
7.	Hazardous Materials Transport Fee	\$	Per Trip
		\$	Pay Hour
		\$	Pay Hour
		\$	Pay Hour

## **EXHIBIT A: SCOPE OF WORK**

### **INTRODUCTION**

Asbestos Abatement of Holloman Elementary

### **BACKGROUND INFORMATION**

On June 9th and 23rd, 2021 an accredited asbestos inspector with Havona Environmental conducted an inspection of Holloman Elementary School located on HAFB.

### **CURRENT ENVIRONMENT**

Main Building- of the materials sampled, nine were identified to be asbestos containing materials (ACM)

West Wing- of the materials sampled, nine were identified to be asbestos containing materials (ACM)

Cafeteria Building- of the materials sampled, nine were identified to be asbestos containing materials (ACM) East Wing- of the materials sampled, seven were identified to be asbestos containing materials (ACM)

### **SCOPE OF WORK**

The purpose of the inspection was to identify, map, and quantify the suspect asbestos containing material from the interior and exterior of each building for demolition purposes. The main building, west wing, east wing, and cafeteria. Gross square footage is approx. 76,000 sq. ft. Asbestos, mold, lead, and radon containing materials must be removed by a licensed asbestos abatement contractor (GS-8) prior to demolition.

### **SPECIFIC REQUIRMENTS**

Category I non-friable ACM-is asbestos containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than I asbestos.

Category II non-friable ACM-is any material, excluding Category I that contains more than I asbestos and is non-friable.

Regulated Asbestos Containing Material (RACM)--is friable asbestos material, Category I ACM that has become friable, Category I that will be disturbed and become friable, and Category II ACM that has a possibility of becoming friable in the course of demolition or renovation operations

## NESHAP REGULATIONS

Per NESHAP regulations, prior to the commencement of any demolition or renovation activity in the structure, all RACM must be removed from that structure if the construction activity would break, dislodge, or disturb these materials. NESHAP addresses not only friable ACM, but also those non-friable ACM's that could become friable as a result of demolition or renovation.

During renovation or demolition operations, materials may be uncovered that are different from those accessible for sampling during the survey. If suspect asbestos containing materials are found or uncovered during renovation or demolition, additional sampling should be performed to determine if the materials are asbestos containing materials.

## LIMITATIONS

This report has been prepared to assist Alamogordo Public Schools in assessing the building materials at the site specified above. This report only describes the conditions present at the time of the survey, in the areas surveyed. Other conditions may exist in areas that were not surveyed or inaccessible areas, such as, behind walls, above permanent ceilings, or below floors.

Havana Environmental will not be held responsible if additional contaminants are found at the property reference above at a later date, or if contaminants are located at various locations on the property not included in the scope of work. Our professional services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the professional community currently practicing under similar conditions in the locality of the project. No warranty, expressed or implied, is made or intended. Havana Environmental is not responsible for any independent conclusions or recommendations made by others based on the services provided on this project. Havana assumes no liability for any loss, injury, claim or damages arising directly or indirectly from any use or reliance on this report to the opinions expressed herein.