



RFP NO: **26012**

For Contracting Agency: **Region 9 Education Cooperative (REC 9/R9)**

Contact Person: **Veronica Wadley
Procurement Manager**

Address: **2002 Sudderth Drive**

City/State/Zip: **Ruidoso, NM 88345**

Telephone: **469-726-8349** E-Mail: **veronica.wadley@regionix.org**

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

DATE: 1/14/2026 TIME: 4:00 PM MST

Submission of Proposal

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

Proposals must be submitted electronically through REC 9's electronic procurement system. A link to the Submission Portal can be found in Section III, C. *Submission of Proposal*.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DATE OUTLINED IN THE SEQUENCE OF EVENTS SCHEDULE SET FORTH ABOVE. NO LATE PROPOSALS CAN BE ACCEPTED. The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks "Submit." Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically. The proposal submission system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by

the deadline. A submission that is not both: (1) fully complete; and (2) received, via the online proposal submission system: <https://www.formpl.us/form/5200139822104576> will be deemed late. Further, a submission that is not fully complete and received via the proposal submission system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE PROPOSAL CAN BE ACCEPTED.

Proposals submitted by facsimile, or other electronic means other than through the proposal submission system, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

A MANDATORY PRE-PROPOSAL CONFERENCE will be held as follows:

DATE: 12/18/2025 TIME: 10:00-11:30 AM MST

**FIRST LOCATION: Region 9 Education Cooperative (Main office)
2002 Sudderth Drive
Ruidoso, NM 88345**

**SECOND LOCATION: Early Head Start Center property
315 Sudderth Drive
Ruidoso, NM 88345**

Note: Any unauthorized change to the language or forms issued in this Project Manual or identified in any addenda shall render your proposal ‘nonresponsive’.

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PROJECT PROPOSAL DOCUMENTS

Drawings and Specifications For

RFP #26012 R9 Early Head Start Program Renovation and Addition

A. PROJECT SCOPE OF WORK AND SPECIFICATIONS

1. Electronic link to documents

<https://www.dropbox.com/scl/fo/qp8kiv35olcj8il1tej9o/ACSnN0i1VN3eMCN1d7rGGcl?rlkey=07241m2hvr2fam5q3laq6deia&dl=0>

B. PROJECT PRICE PROPOSAL INFORMATION:

Price Proposals shall be presented in the form of a total Base Proposal under a Lump Sum Contract plus any additive or deductive alternates per the Proposal Form (Section 00 4113), as selected by the Owner. A proposal must be submitted on all proposal items, allowances and alternates; segregated proposals will not be accepted.

***NOTE:** Proposal price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.*

In submitting this proposal, each Offeror must satisfy all terms and conditions of the Proposal Documents. All work covered by this Request for Proposal shall be in accordance with applicable state laws and, if price proposal amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. Refer to Supplementary Conditions (Section 00 7300). If the price proposal amount of the contractor or any subcontractor exceeds \$60,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.

C. PROJECT PROPOSAL SECURITY

If Offeror proposal price is greater than \$25,000, Offeror shall provide proposal security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of 10% of the total price proposal, or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each price proposal in accordance with the Instructions to Offerors.

A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Offeror prior to award of contract. The amount of the Bonds shall be the proposal price exclusive of gross receipts tax.

E. SUBCONTRACTOR LISTING FORMS AND BONDING

IMPORTANT: PLEASE READ:

1. **00 4334 SUBCONTRACTOR QUALIFICATIONS STATEMENT LISTING FORM**

And

00 4336 SUBCONTRACTOR AND ANTI-TRUST COMBINED LISTING FORM:

BOTH completed Forms SHALL BE PLACED IMMEDIATELY AFTER YOUR LETTER OF TRANSMITTAL. The Committee shall evaluate the entire GC 'TEAM' which includes all of the subcontractors that meet the listing thresholds.

2. **SUBCONTRACTOR QUALIFICATIONS STATEMENTS:**

Please ensure that the Qualifications Statements included match the subcontractors you've listed on the 00 4334 Form.

Qualifications Statements must be submitted with the original technical proposal on the date and time stated.

Qualifications Statement listing threshold is 5% of the Architect Estimate or \$50,000, whichever is greater.

3. **STANDARD SUBCONTRACTOR LISTING FORM AND BONDING:**

Completed Form 00 4336, the standard Subcontractor Listing Form shall list the subcontractors responsible for the work that meet the listing threshold per statute, one half of one percent or \$5,000, whichever is greater.

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

F. **COMPLETION TIME AND LIQUIDATED DAMAGES**

The Proposal Documents contain a time for completion of the work and further impose liquidated damages of **\$250 per day** for failure to complete the work within the stated time period. No Offeror may withdraw his proposal for **45 days** after the actual date of the opening thereof.

G. **METHOD OF AWARD**

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

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

H. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The agreement for the work shall be the **Agreement between the Owner and Contractor and General Conditions**, with the basis of payment as a Stipulated Sum. These documents are printed in their entirety in the Project Manual.

I. PROJECT INFORMATION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Pursuant to the NM Procurement Code governing the competitive sealed proposal process for construction, more specifically 13-1-111, NMSA 1978, 1.4.1.29 through 1.4.1.1.46, and NMAC 1.4.8.1 through 1.4.8.17, the Owner has made a determination that the use of the competitive sealed bidding method of procurement is not advantageous to ensure that the project described herein is delivered in a quality manner, and within time and budget constraints. Therefore, it is hereby determined that soliciting competitively sealed proposals for construction of the **R9 Early Head Start Center** is the most effective means to ensure the project is delivered accordingly.

The award of a contract for construction shall take into consideration certain contractor qualification and performance factors that add value to a procurement contract. Factors such as contractor past performance, technical expertise and experience, management capabilities and resources, subcontractor teams and craft personnel resources, will form the basis for the criteria to be considered, in addition to lump sum price to perform the scope of work. Award shall be made in accordance with the terms, conditions, and requirements stated herein.

This is a qualifications based selection with cost as a consideration. The Offeror is required to provide the qualifications and other documents as requested in this RFP. The Price Proposal will be evaluated separately from the Technical Proposal.

B. PROJECT FUNDING

Region 9 Education Cooperative has the funds available to administer this project and will be referred to throughout the contract documents as "Owner".

Design Professional estimate of probable construction cost is:

Base Bid (Excludes Add Alternates): **\$5,500,000.00**

***Note: Estimate does not include New Mexico Gross Receipts Tax**

C. PROJECT DESCRIPTION

The project is described as: R9 Early Head Start Program Renovation and Addition

D. PROJECT CONTACTS

Any questions concerning the selection process for this Request for Proposals shall be submitted to the Procurement Manager listed below. Technical questions regarding the scope of work shall be submitted to the Procurement Manager:

Procurement Manager: **Veronica Wadley**
Address: 2002 Sudderth Drive
City/State/Zip: Ruidoso, NM 88345
Phone Number: (469) 726-8349
Email: veronica.wadley@regionix.org

D. PROJECT PLANNING SCHEDULE

Key project planning schedule milestones are:

Tentative Notice of Intent to Award: Per Sequence Of Events A, RFP page 12.
Tentative Notice of Award: Per Sequence Of Events A, RFP page 12.
Anticipated Substantial Completion: **288** days after written Notice to Proceed
Liquidated Damage Amount per Day: **\$250.00**

E. SUMMARY SCOPE OF SERVICES

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

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

F. DEFINITIONS AND TERMINOLOGY

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

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

“Award of Contract” shall mean a formal written notice by the Owner that a firm has been selected to enter into negotiations for a contract for construction services.

“Construction Industries Division” – licensing treatment of general and limited partnerships and joint ventures.

1. General partnerships are to be separately licensed when the partnership is bidding for and performing the work, provided that partnerships are legally authorized to do business in NM in order to be licensed but not requiring that they be separately licensed, see 14.6.3.8 (B)(3) NMAC.
2. Limited partnerships are required to be separately licensed even though one or more of its partners holds a license or qualifying party certificate (14.6.3.8(B)(1) NMAC.
3. Joint ventures must be separately licensed per 14.6.3.8(B)(2)(a) NMAC. No two or more persons shall submit a joint bid or jointly engage in contracting unless operating as a validly licensed joint venture.

“Construction Contractor” means successful Offeror awarded the contract that holds a current State of New Mexico general contractor license designation of GB-98.

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

“Contract Documents” means any one, or combination, of the following documents: Agreement between the Owner and the General Contractor for Construction, General Conditions of the Contract for Construction, and the drawings and specifications.

“Contractor” means any person, corporation, or partnership that has entered into a contract with a state agency or a local public body.

“Design Professional” means architect or engineer.

“Determination” means the written documentation of a decision of the Owner and/or the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Limited partnership” is formed upon the filing of a certificate of limited partnership with the Secretary of State. Limited partnership shall state whether partners are general or limited. General partners are agents of the limited partnership, may manage the limited partnership, and may be held liable for the limited partnership’s obligations.

“Joint venture” is a partnership formed for a single transaction. As a partnership, it can be created without a formal, written agreement meeting (1) a community of interest in the performance of a common purpose; (2) a joint proprietary interest in the subject matter, (3) a mutual right to control, (4) a right to share in the profits, and (5) a duty to share in any losses which may be sustained.

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

“Owner” is Region 9 Education Cooperative..

“Partnership” is an ‘association’ of two or more persons who become co-owners of a business for profit per NMSA 1978 54-1A-202(a) 1996. Note: When forming a partnership, written partnership agreements are not required. ‘In a ‘general partnership’

each partner is an agent of and may bind the partnership unless the partnership has limited that partner's authority.

"Proposal" is the Offeror's response to this RFP.

"Request for Proposals" or "RFP" means all documents, attached or incorporated by reference, used for soliciting proposals for this project.

"Resident Contractor" or "Resident Veteran" means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

1. Through either an RFP process or an ITB process the qualified resident veteran contractor shall receive:
 - 10% preference if their annual revenues are less than \$1,000,000;
 - 8% preference if their annual revenues are less than \$5,000,000 but more than \$1,000,000
 - 7% preference if their annual revenues are more than \$5,000,000
2. If there is a joint bid or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.
3. The preference is limited in any calendar year, to an aggregate of \$10,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.
4. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
5. The veteran resident contractor shall provide documentation to validate the % of preference to be awarded.

"RFP Documents" means any one, or combination, of the following documents: Request for Proposal, technical proposal, price proposal, contractor qualification statement, subcontractor qualification statements, Price Proposal.

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

"Responsive Offer" or "Responsive Proposal" means an offer or proposal, which conforms in all material, respects to the requirements set forth in the RFP. Material respects of an RFP include, but are not limited to quality, quantity or delivery requirements.

"Selection Committee or Evaluation Committee" means a body constituted in accordance with Section 13-1-121 NMSA 1978 and 1.4.8.16 NMAC 2005 to perform the evaluation of Offeror proposals and make a recommendation for selection (short list) or final selection recommendation to the governing body. The Evaluation Committee consists of a minimum of three members, and should collectively possess expertise in the technical requirements of the project, construction design and contracting.

"Statement of Qualifications Forms" means the forms included as part of this RFP, which all Offerors shall complete, including the qualification for the team member or partners and subcontractors proposed for the project.

"Technical Irregularities" are matters of form rather than substance evident from the Offeror proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Evaluation Committee may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the Owner. Examples include, but are not limited to the failure of the Offeror to:

1. Submit the number of signed proposals required by the RFP
2. Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or
3. Acknowledge receipt of an amendment to the RFP, but only if: (1) it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or (2) the amendment involved had no effect on price, quality or quantity.

Note: A technical irregularity can be waived if the irregularity does not affect quality, price, or time elements of the project.

"User" means the Owner's staff occupying the facility or facilities, for which a project is being designed.

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

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

The terms **"can", "may", "should", "preferably",** or **"prefers"** identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offerors proposal. *Rejection of the proposal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Procurement Manager.*

G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by accessing the documents available on- line. The documents are located on the NM State Purchasing Division website as follows:

NM Procurement Code, Chapter 13 Public Purchases and Property
GSD Procurement Regulations, 1.4.1 NMAC
RFP for Construction, Maintenance Services and Repairs, 1.4.8 NMAC
NM Government Conduct Code
<http://www.generalservices.state.nm.us/statepurchasing/>

II. **CONDITIONS GOVERNING THE PROCUREMENT**

The Procurement Manager will make every effort to adhere to the following Sequence of Events Schedule. *Each Action shall be submitted no later than the identified time, Mountain Standard Time/Daylight Time, on the Due Date listed.*

A. **SEQUENCE OF EVENTS**

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1	Issue RFP	Owner	12/15/2025
2	Mandatory Pre-Proposal Conference	Owner Time: 10:00 -11:30 AM	12/18/2025
3	Deadline to Submit Written Questions	Potential Offerors Time: 4:00 PM	1/6/2026
4	Date of Release of Last Addenda Prior to Submission of Proposal	Procurement Manager Design Professional Time: 4:00 PM	1/8/2026
5	Submission of Proposals	Offerors Time: 4:00 PM	1/14/2026
6	Proposal Evaluation	Evaluation Committee	1/15/2026 - 1/16/2026
7	Notice of Short Listed Offerors (If applicable)	Procurement Manager	1/16/2026
8	Interviews of Short-listed Offerors (If Needed/Held)	Evaluation Committee & Offerors Time: TBD	1/19/2026
9	Contract Negotiations (If needed)	Owner & Best Ranked Offeror	1/19/2026
10	Issue Notice of Award and Prepare Contract	Procurement Manager	1/20/2026
11	Protest of Award Deadline	Offeror(s) Time: 4:00 PM	2/4/2026
12	Issue Notice to Proceed	Procurement Manager	2/5/2026

B. EXPLANATION OF SEQUENCE OF EVENTS

1. **Issue RFP:** This RFP is issued by the Owner in accordance with the provisions of Sections 13-1-111 and 13-1-117 NMSA 1978, General Government Administration Procurement Regulations NMAC 1.4.1.29 through 1.4.1.47, and General Government Administration Procurement Code Regulations for Use of Competitive Sealed Proposals for Construction and Facility Maintenance, Services and Repairs, NMAC 1.4.8.1 through 1.4.8.17.
2. **Pre-Proposal Conference:** This is the date and time of the meeting to review the RFP documents, including the Scope of Work, Response Format, Schedule, and Price Proposal requirements. This meeting is **MANDATORY** for all prime contractors. Verbal questions will not be answered. All questions must be submitted in writing.
3. **Deadline to Submit Written Questions regarding the RFP Process:** This is the date and time set for submitting written questions regarding the RFP document and procurement process to the Procurement Manager. Note: questions regarding the drawings and specifications shall be directed to the Procurement Manager.
4. **Date of Release of Last Addenda Prior to Submission of Proposals:** This is the date and time set by the Procurement Manager and Design Professional to issue a response to written questions regarding the RFP procuring document or the procurement process. The Procurement Manager will coordinate this response with the Design Professional to be included in the issuance of addenda. This is also the date that signifies no other addenda will be issued on the project so that Offerors have time to finalize their responses.
5. **Submission of Proposal:** This is the date and time that has been set for the submission of Proposals. Late Proposals **WILL NOT** be accepted. It is the Offeror's responsibility to ensure that Proposals arrive at the appointed location, date and time. Proposals may be submitted early to avoid any possible delay of the submission.

PROPOSALS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE. Proposal submittals shall be date and time-stamped by the Owner. A public log will be kept of the names and submittal times of all Offerors who submitted proposals.

The Procurement Manager shall review the proposals for completeness and compliance with the mandatory requirements prior to distribution to the Evaluation Committee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination which will include the right of the Offeror to protest the decision. (See Section II.C.1.).

- a. The Offeror shall submit **ONE (1) COMPLETE ORIGINAL** Technical

Proposal that includes the following:

- i. General Contractor's Qualifications, including Attachments

6. Proposal Evaluation: This is the date and time that the Evaluation Committee will convene to discuss the proposals and to report individual scores to the Procurement Manager. Individual scores shall be recorded on the Master Score/Rank Sheet. After the scores have been recorded, the Procurement Manager shall open the Price Proposals and calculate the points for each Offeror. The Procurement Manager shall record the scores allocated to Price for each Offeror on the Master Score/Rank Sheet.

7. Notice of Short-Listed Offerors: The Procurement Manager shall notify all Offerors of the Short List Rank of Offerors in writing, and state whether or not interviews will be held.

NOTE: The Selection Committee may hold interviews with the best-ranked Offerors, where there is a natural break in the scoring. The number of interviews, if held, will be at the discretion of the Evaluation Committee. If interviews are not held, the decision shall be documented for the procurement file.

8. Interview of Short-List Offerors: If interview(s) are to be held, the date, time, and location of the Interview meeting will be included with the notice to those Offerors selected for interview. A list of questions shall be distributed to the Short-List Offerors that includes the points to be allocated to each question. Points allocated to the questions shall be evenly distributed.

NOTE: A "Pre-Interview" meeting may be held by the Procurement Manager, if it is determined it is in the best interest of the short-listed Offerors and the Project, to answer questions regarding the interview process, and to distribute the list of prepared questions to be addressed.

9. Contract Negotiations: The Owner reserves the right to enter into negotiations with the best ranked Offeror per NMSA 13-1-115. If contract negotiations are not finalized within a reasonable period of time, the Owner will conclude negotiations with the selected firm and begin negotiations with the next ranked firm based on final ranking.

10. Issue Notice of Award, Prepare Contract: Upon the successful completion of contract negotiations and Board of Education approval, the Procurement Manager shall issue the Notice of Award and prepare the Contract for Construction.

11. Protest Deadline: The protest period for award of the contract shall begin the day after the date of the Notice of Award. This date shall be determined by the Procurement Manager. See Section C, Paragraph 1, below for more detail.

12. Notice to Proceed: Owner will issue Notice to Proceed to successful Offeror.

C. STANDARD CONDITIONS GOVERNING THE PROCUREMENT

The Standard Conditions section contains statutory guidelines under which this RFP is issued, and conditions concerning how the project will be completed.

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

1. **Protests:** In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with the solicitation of a contract or the award of a contract may protest to the Procurement Manager or his/her Designee. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to the Procurement Manager. The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.
2. **Incurring Cost:** Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. **Third-Party or Subcontracting GC Contract Responsibilities:** Direction of all work that may result from this procurement must be performed by the Offeror and payments will only be made to the Offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, reassignment of GC duties and responsibilities to a third party is not acceptable.
4. **Amendments or Modifications to a Proposal by Offeror:** Per 1.4.1.34 and 1.4.1.35 NMAC, an Offeror may request in writing to amend, modify or withdraw their proposal if the Procurement Manager makes a determination that it is in the best interests of the Owner and the Offeror to do so, prior to the date and time of the receipt of proposals. If the request is accepted to amend or modify a proposal, the Offeror shall replace the incorrect proposals with corrected proposals in their entirety. Substitution of random pages will not be allowed to avoid information being inserted or removed incorrectly. Any amendment or modification to an Offeror's proposal shall be documented for the procurement file.
5. **Late Withdrawals or Late Modifications:** Per 1.4.1.36, inclusive of 1.4.1.21 NMAC, submission of a request to withdraw or modify a proposal after the deadline, shall be documented, and shall not be considered unless the written request is received before contract award, and the request to submit, modify or withdraw the proposal would have been timely but for the action or inaction of the Procurement Manager and/or Owner's personnel directly involved in the procurement. Any of these occurrences shall be documented by the Procurement Manager, and all Offerors of record shall be notified of the event in writing as soon as possible.

- 6. Disclosure of Proposal Contents:** The content of any proposal shall not be opened to public inspection or disclosed prior to award. At that time, all proposals will be open to the public, except for the material which has clearly been noted and determined by the Procurement Manager to be proprietary or confidential as noted by the Offeror.
- 7. Confidential Data:** If a request is received for disclosure of data, for which an Offeror has made written request for confidentiality, the Procurement Manager shall make a determination that the data is, in fact, confidential and proprietary financial information concerning the Offeror's organization and whether or not the data qualifies as a trade secret under the Uniform Trade Secrets Act, Sections NMSA 1978 57-3A-7. Unless the Offeror takes legal action to prevent disclosure of data that does not meet the requirements of the Uniform Trade Secrets Act, the data will be so disclosed. After award the proposal shall be open to public inspections subject to any continuing prohibition on the disclosure of confidential data. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" shall be readily separable from the proposal in order to facilitate public inspection for the non-confidential portion of the qualifications based proposal.
- 8. Termination:** This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Owner determines such action to be in the best interest of the Owner.
- 9. Sufficient Appropriation:** 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 effected by sending written notice to the contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final. If the determination is made that there is insufficient funding to continue or finalize a project, the successful Offeror will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.
- 10. Offeror Qualifications:** The Evaluation Committee may consider any relevant information or data, from any reliable source (references) relating to the RFP evaluation factors and the Offeror's ability to successfully perform the project. Such information may be obtained from the Offeror's prior customers, commercial and public databases or other reliable sources. The Selection Committee may reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
- 11. Right to Waive Minor Irregularities:** The Selection Committee reserves the right to waive minor irregularities per 1.4.1.42 NMAC 2005 (see Definitions). The Selection 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 Selection Committee.

- 12. Notice:** The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 13. Release of Information:** Only the Owner is authorized to release information about the project(s) covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
- 14. New Mexico Prevailing Wage Rates:** Wages to be paid as a result of a contract awarded for this project will be subject to the minimum wage rate determination by the State of New Mexico, and will be attached to the final contract documents. This determination will become part of the contract by reference and must be posted, per State of New Mexico Statutes, in a conspicuous place at the General Contractor's place of business. It is the General Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the General Contractor will not relieve the General Contractor from becoming aware of or complying with such determinations.
- 15. Clarifications from Offerors:** The Procurement Manager may, at the request of a Selection Committee designee, request clarifications on information submitted by any and all Offerors.
- 16. Licensing Requirements:** The Contractor and subcontractors shall comply with all licensing regulations and the Contractor shall provide copies of all valid licenses necessary to perform the work in the State of New Mexico.
- 17. Subcontractors:** The Subcontractors Fair Practices Act, 13-4-31 et. seq. per NMAC 1.4.8.13, para. C applies to this procurement. Therefore, any request for substitution on the part of the Owner or the Offeror shall comply with this section.

III. RFP RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

General Contractors shall only submit one offer. Multiple offers by one General Contractor are not allowed. Please note that the Procurement Manager, after award, shall retain the submitted Technical Proposal and Price Proposal for the procurement file as a matter of record.

B. NUMBER OF COPIES OF RESPONSES

Submit (1) one Technical Proposal and (1) one Price Proposal. The Price Proposal shall be submitted separately from the Technical Proposal.

C. SUBMISSION OF PROPOSAL

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

Proposals must be submitted electronically through REC 9's electronic procurement system. A link to the Submission Portal can be found in Section III, C. *Submission of Proposal*.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DATE OUTLINED IN THE SEQUENCE OF EVENTS SCHEDULE SET FORTH ABOVE. NO LATE PROPOSALS CAN BE ACCEPTED. The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks "Submit." Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically. The proposal submission system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the online proposal submission system: <https://www.formpl.us/form/5200139822104576> will be deemed late. Further, a submission that is not fully complete and received via the proposal submission system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE PROPOSAL CAN BE ACCEPTED.

Proposals submitted by facsimile, or other electronic means other than through the proposal submission system, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

D. GENERAL RESPONSE INSTRUCTIONS AND INFORMATION

1. Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the completeness, clarity of content, responsiveness to the requirements, and an understanding of the owner's needs.
2. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
3. Offerors shall prepare and develop proposals at the sole expense of the Offeror.

4. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner. Questions regarding the procurement process, the RFP documents, general requirements, terms and conditions, etc. must be submitted in writing prior to the submission of Proposal for clarification purposes.
5. If your proposal contains proprietary/confidential information, you shall stamp those pages so that they are easily identifiable by the Procurement Manager. Those pages shall be examined and a written determination shall be made that specifies which portions of the proposal may not be disclosed. If the Offeror disagrees, they are entitled to take legal action to prevent the disclosure.
6. Proposals shall consist of answers to questions or requirements identified in the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer.
7. All amendments and addenda shall be acknowledged on the Price Proposal Form where designated.

VOLUME I - TECHNICAL PROPOSAL

A. TECHNICAL PROPOSAL FORMAT

1. Text will be no smaller than 10 point font. If there are any questions regarding format requirements, please contact the Procurement Manager prior to submission of Documents.
2. Proposals shall not exceed **80 pages** total for the tabbed sections 2A, and 2B. Each sheet face that is printed with text or graphics counts as one page.
3. Any response that exceeds the referenced page limitation shall have a deduction of **five (5)** points taken from each evaluation committee member's Technical Proposal score. If there are any questions regarding format requirements, please contact the Procurement Manager prior to submission of Documents.
4. Offerors are cautioned to please keep the required documents/attachments in each category to concise, easily readable and applicable information.

B. SECTIONS/EVALUATION CATEGORIES

1. All sections shall be separated and aligned to the Evaluation Category, 1, 2A, 2B, described below.

SECTION 1 - SIGNED LETTER OF SUBMITTAL AND MANDATORY FORMS

1. 00 4334 Subcontractor Qualifications Statement Listing Form
2. 00 4336 Subcontractor Listing Form w/Registration Number and Anti-Trust signatures (before contract is signed)
3. Resident Contractor Preference Certificate OR
4. Resident Veteran Preference Certificate
5. Campaign Contribution Form
6. CONFLICT OF INTEREST FORM
7. SUSPENSION STATUS FORM

A. LETTER OF SUBMITTAL

Each proposal must be accompanied by a submittal letter. **Any submittal letter that omits any of the following information may be deemed ‘non-responsive’.** The submittal letter shall include acknowledgments and where appropriate, certification of the following:

1. Identify the name(s), title(s), telephone number(s), fax number(s) and e-mail address(es) of the person or persons who have authority to sign documents and who has sufficient knowledge to fully address all matters and respond to all inquiries included in the RFP submittal.
2. If a joint proposal is being submitted, identify the firm, and disclose the work/services to be executed by the nonresident contractor as a percentage of the total amount of the Price Proposal. The resident contractor or veteran contractor preference will be apportioned to the technical, price, and interview (if held) scores based on the percentage of work being performed by the in-state Offeror minus the out-of-state Offeror's percentage of the work.
3. Acknowledge acceptance of all conditions that govern the procurement.
4. Acknowledge that the information provided in the proposal is truthful, accurate and complete, and that the firm is bound by all information, data, certifications, disclosures and attachments submitted.
5. Acknowledge that the omission of any material fact concerning requested information, or the submission of any material false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may deem the proposal ‘non-responsive’.
6. Acknowledge that the Owner has a right to obtain relevant information from other sources (references) to determine that the Offeror is ‘responsible’.
7. Acknowledge that if awarded the contract, the RFP documents, all terms and conditions stated herein, all information, data, certifications, disclosures and addendum shall be a part of the Contract.
8. Statement/Certification and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and

craft personnel resources and other required capabilities to successfully perform the contract, or will achieve same through its prelisted subcontractors with supporting information, pictures, diagrams, reports, etc.

9. Letter of Submittal shall be signed by a person or persons identified in Paragraph 1 of this section, who is/are fully authorized to contractually obligate the firm, and who has sufficient knowledge to fully address all matters and respond to all inquiries including the RFP submittal.

SECTION 2A & 2B GENERAL CONTRACTOR QUALIFICATIONS

A. SECTION 2A - General Contractor Qualifications Statement Summary:

1. Offeror Information
2. Licensing
3. Past Experience
4. Key Personnel Experience
5. Capacity and Capability to Perform the Work
6. Surety
7. Safety
8. Insurance & Claims History
9. Quality Assurance
10. Project Scheduling and Management
11. Labor Code Violations
12. Judgments/Breach of Contract/Mediations and Arbitrations
13. Contractor Comments/Other Information

B. SECTION 2B - General Contractor Attachments:

1. **Attachment A** – Past Experience
2. **Attachment B** – Organizational Chart of Project Management Team
3. **Attachment C** – Projects currently under contract
4. **Attachment D** – Notarized declaration of surety
5. **Attachment E** – List of Work Loss Incidents and History
6. **Attachment F** – Explanation of response during warranty period
7. **Attachment G** – Milestone Schedule
8. **Attachment H** – Map (Proposed staging area, delivery routes, crane locations)
9. **Attachment I** – Affidavit of non-violation of Labor codes
10. **Attachment J** – Judgments/Breach of Contract/Mediations/Arbitrations
11. **Attachment K** – Contractor Comments for Clarification
12. **Attachment L** – Advantageous Information

VOLUME 2 – PRICE PROPOSAL

PROVIDE the below information.

1. **PRICE PROPOSAL AMOUNT -Price Proposal Form is included in Section 00 4113 of the Project Manual**

Use the Lump Sum Proposal Form provided in the Project Manual. Price SHALL NOT include New Mexico Gross Receipts Tax. However, the GRT will be added to the contract.

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

2. **ANY ALTERNATES OR BID LOTS LISTED**
 - a. must be clearly identified by cost.
3. **STATE OF NEW MEXICO W-9**
4. **AGENT’S AVIDAVIT**
5. **PROPOSAL BOND**
6. **CERTIFICATE OF INSURANCE**
7. **POWER OF ATTORNEY**
8. **LICENSES, PREFERENCE, REGISTRATION, AND ANY OTHER NUMBERS**
9. **REQUIRED ON THE PROPOSAL FORM**

IV. PROPOSAL EVALUATION

A. EVALUATION PROCESS AND SCORING METHODOLOGY

1. **Receipt and Opening of Proposals:** Proposals received prior to or at submission shall be time-stamped upon receipt and the Price Proposal shall be separated from the Technical Proposal and held in a secure place until the Evaluation Committee has scored the Technical Proposal. Proposals shall not be opened publicly and shall not be open to public inspection until the contract for construction is signed by the successful Offeror.
2. **Evaluation Committee:** The Evaluation Committee shall consist of a minimum of three (3) persons, but no more than five (5) persons appointed by the Owner that has expertise in the technical requirements of the project, construction design and contracting. The Owner may use independent consultants or agents to support the Committee, provided appropriate precautions are taken to avoid potential conflicts of interest.
3. **Technical Proposal:** The Procurement Manager shall review each proposal to determine if it meets all of the mandatory requirements. Proposals that do not meet the mandatory requirements may be considered “nonresponsive”. The Procurement Manager reserves the right to contact an Offeror to clarify contents of any Technical Proposal.

Any Offeror whose proposal is determined to be non-responsive shall be notified in writing of the determination as soon as possible. The Procurement Manager will then distribute the proposals and individual score sheets to the Evaluation Committee, and review evaluation criteria.

4. **Price Proposal:** Price Proposals shall be evaluated on the basis of the numerical weight assigned below and as well as the NM resident/veteran contractor preference law. The regulatory scoring process permits the scoring of competing Offeror’s price proposals in relation to one another: The Offeror with the lowest price shall receive the maximum price score, i.e., the maximum numerical weight assigned to the price below. The price score of each other Offeror shall be determined by applying the following mathematical formula: price of lowest Offeror divided by the price for this Offeror multiplied by the maximum price score:

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

The Evaluation Committee members shall score the technical proposals individually. Those individual scores will then be combined with the price proposal score and converted to a numeric ranking of all proposals per committee member. The individual member rankings per Offeror will then be totaled and averaged to determine the overall ranking of proposals. The Committee will then determine whether or not to conduct interviews based on the final ranking.

5. **Resident Contractor Preference and Resident Veteran Contractor Preference:** Per 13-1-21 and 13-1-122 NMSA 1978, a resident contractor or Veteran contractor who holds a valid certificate issued by the NM Taxation and Revenue Department,

shall be awarded the certified percentage (5% for resident contractors, 7%, 8% or 10% for Veteran contractors) of the total possible points assigned to the procurement. When a joint proposal is submitted by both a resident and nonresident contractor, the resident preference shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the services to be provided that will be performed by a nonresident business.

The preference calculation formula shall be applied to each Offeror on the Procurement Manager's Master Score/Rank sheet that has a valid preference number issued by the NM Taxation and Revenue Department.

6. **Proposal Discussions:** Per 1.4.1.39 NMAC 2005, if mistakes are discovered after receipt of the proposal, The Evaluation Committee may request clarifications of information submitted by any or all Offerors in a written format with a specified deadline for response. Short-listed Offerors shall be accorded fair and equal treatment with respect to any clarifications of proposals. If during discussions there is a need for any substantial clarification of or change in a RFP, the RFP shall be amended to incorporate such clarification or change. Any substantial oral clarification of a proposal shall be reduced to writing by the short-listed Offeror.

NOTE: Except for circumstances and situations otherwise approved by the Procurement Manager, negotiations of the relevant terms and conditions as well as any other important factors in an RFP and proposed contract are negotiated PRIOR TO AWARD OF A CONTRACT, NOT AFTER AWARD.

7. **Interviews:** If interviews are held, the Evaluation Committee shall score each question, and the total points shall be translated to a rank. Each interview question shall have the same weight. Example: If the Interview is worth 50 points, and you have 5 questions, each question shall be worth 10 points. The same questions will be issued to each short listed firm as a benchmark for evaluation purposes. Each question may lead to other questions to help clarify and better understand the firm's capabilities, which may be considered in scoring the interview.

NOTE: Interview points shall be added to the Technical Proposal and Price Proposal and re-calculated to determine the final overall rank of Short-listed Offerors for recommendation for award of a contract.

8. **Short-Listed Offeror Withdrawal from Interview:** A short-listed firm may withdraw their proposal if they determine that they cannot improve their position if interviews are held. This event shall be documented for the procurement file, and a notice shall be sent to all Offerors of record of the event. If the next ranked firm is invited to interview, their final points/rank for their Technical/Price evaluation does not change.

B. EVALUATION CRITERIA:

The criterion below aligns with the 1.4.8 NMAC 2007 Rules that govern the process.

VOLUME 1 – TECHNICAL PROPOSAL

SECTION 1 - LETTER OF SUBMITTAL

Mandatory

- a. 00 4334 Sub Qualifications Statement Listing Form
- b. 00 4336 Subcontractor/WFS#/Anti-Trust Listing Form
- c. Resident OR Veteran Contractor Preference Certificate
- d. Campaign Contribution Form
- e. CONFLICT OF INTEREST FORM
- f. SUSPENSION STATUS FORM

SECTION 2A/B - GENERAL CONTRACTOR QUALIFICATIONS

60 Points

1. Offeror Information
2. Licensing
3. Past Experience
4. Key Personnel Experience
5. Capacity and Capability to Perform the Work
6. Surety
7. Safety
8. Insurance & Claims History
9. Quality Assurance
10. Project Scheduling and Management
11. Labor Code Violations
12. Judgments/Breach of Contract/Mediations and Arbitrations
13. Contractor Comments/Other Information

VOLUME 2 – PRICE PROPOSAL

PRICE PROPOSAL FORM)

40 POINTS

(Amount stated to be translated to points)

TOTAL POINTS 100

INTERVIEWS, If Held

50 POINTS

GRAND TOTAL 150

C. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Note: Submit with Transmittal Letter/Technical Proposal

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

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

Contribution Made By:

Relation to Prospective Contractor:

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

(Note: List Board of Education Member(s) here)

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s):

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (position)

D. CONFLICT OF INTEREST FORM

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to The Agency in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or Coordinating Council member of the Agency or New Mexico Public Education Department (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Agency employee, council member or close relative, with the exception of the person(s) identified below.

Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote

or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the Legislator:

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

CERTIFICATION

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

Signature of Offeror: _____

Date: _____

E. SUSPENSION STATUS FORM

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

CERTIFICATION

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

Signature of Offeror: _____

Date: _____