

Southeast New Mexico College  
**COMPETITIVE SEALED BID**  
ITB# 2024060001\_

**SENMC - LIBRARY FAMILY STUDY  
ROOM**

DUE TIME AND DATE: 07/10/24 @2:00 pm  
PROCUREMENT CONTACT: Rebecca Silva at 575-234-9213  
E-MAIL: [purchasing@senmc.edu](mailto:purchasing@senmc.edu)



**Southeast New Mexico College**

LOCATION:  
Southeast New Mexico College  
Procurement Services  
Main Building, Room 108  
1500 University Dr.  
Carlsbad, NM 88220

## OFFICIAL CONTACTS ONLY

This ITB contains restrictions on contact with Board of Trustees, SGSENM, Faculty and Staff, SENMC's consultants or others working on behalf of SENMC. Violation of this policy may lead to disqualification. See General Instructions on page 7 of this document.

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## **OVERVIEW**

Southeast New Mexico College Procurement Services has issued this competitive sealed invitation to bid for the purpose of obtaining responsive bids from responsible parties to provide the services as outlined in the scope of work.

## **ITB SCHEDULE**

SENMC Procurement Services will make every effort to adhere to the following schedule:

### Pre-Bid Link for Zoom

<https://senmc-edu.zoom.us/j/85458670347?pwd=J4lWlirSYcvIEzWdCUNjwU9rhNO5R0.1>

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issuance of Invitation to Bid	SENMC Purchasing	06/06/24
*Non-Mandatory Pre-Bid Meeting	NM Purchasing Bidder	06/13/24 @ 2:00 pm (local time) (Zoom)
Deadline for Pre-Approved Equals	Bidder	06/20/24 @ 1:30 pm (local time)
Deadline for Questions	Bidder	06/20/24 @ 5:00 pm (local time)
Deadline for Addendum(s)	SENMC Purchasing	06/26/24 @ 5:00 pm (local time)
Submission of Bid	Bidder	07/10/24 @ 2:00 pm (local time)
Subcontractor Listing Threshold	SENMC Project Manager/Bidder	\$5,000.00
Time for Completion of Work	Awarded Bidder	90 Calendar Days from Notice to Proceed
Liquidated Damages	Awarded Bidder	\$100.00

## **BACKGROUND**

Southeast New Mexico College “SENMC” was established in 1950 as the State’s first Community College and was named the Carlsbad Instructional Center. Ten years later, the Center was renamed as a branch campus of New Mexico State College System. In 1980, the campus was relocated to a new building, which was expanded with an additional wing of classrooms in 1987. In 1996, computer facility wing for occupational programs was added to the existing facilities. The newest building, the Allied Health Center was completed in 2011 to house programs in Nursing and Allied Health.

The College celebrated its 70th year record of accomplishments on October 2, 2020. Throughout its existence, the College has helped shape lives and in turn, shape the community of Carlsbad. The College appreciate the continued support of Carlsbad and Eddy County community. Effective July 1, 2021, SENMC Carlsbad started another phase of its rich history by transitioning from NMSU Carlsbad to Southeast New Mexico College as an independent Community College.

## **SCOPE OF WORK**

*The project scope of work consists of the addition of a new 400sf Family Room within the SENMC Library to include the following new items: light and plumbing fixtures, flooring, wall tile/paint, aluminum store front*

*windows with door, ceiling, metal letters. Additionally, the new family room will improve the space for the anchor tenant to include restrooms, and an area for a fully functional family room. The rest of the spaces are to remain to include all associated plumbing, mechanical, and electrical systems.*

## **TERMS AND CONDITIONS**

Following selection of a Contractor, SENMC will enter into good faith negotiation of a formal agreement which will be consistent with the provisions in this ITB and which will include the Southeast New Mexico College Standard Terms and Conditions. By submitting a proposal, Respondent acknowledges that these terms and conditions will be included in the agreement unless exceptions to the terms and conditions are included in the proposal. SENMC reserves the right to reject proposals requesting major deviations for the standard terms and conditions.

## **PROPOSAL GENERAL INSTRUCTIONS**

1. Bids must be received by SENMC at Procurement Services no later than 2:00 P.M. (local time) at which time said proposals will be opened and recorded as received.
2. SENMC is seeking proposals from qualified individuals and/or companies in accordance with the ITB scope of work.
3. Any inquiries or requests regarding clarification of this procurement document should be submitted to SENMC Procurement Services in writing at 1500 University Dr., Carlsbad, NM 88220, or [purchasing@senmc.edu](mailto:purchasing@senmc.edu). Respondents may only contact Procurement Services with questions regarding the Request for Proposals or other procurement documents. Other SENMC departments or employees do not have the authority to respond on behalf of SENMC. Respondents MAY NOT contact other SENMC departments. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than Procurement Services will have no legal bearing on this ITB or resulting agreement(s).
4. Any contact during the ITB process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.
5. Respondents should promptly notify Procurement Services of any ambiguity, inconsistency, error, or missing attachments that they may discover upon examination of the ITB. Any response made by Procurement Services will be provided in writing to all Respondents by addendum, no verbal responses will be authoritative.
6. No Addendum will be issued later than five (5) days prior to the date for receipt of proposals, except an Addendum withdrawing the ITB or one which extends the time for submission of bids.
7. The envelope containing the completed proposal and literature must be marked "Invitation To Bid" with the corresponding ITB# and addressed as follows:

MAIL TO:

Southeast New Mexico College  
Procurement Services  
1500 University Dr.

Carlsbad, NM 88220

PHYSICAL ADDRESS: SENMC Business Office  
1500 University Dr.  
Carlsbad, NM 88220

OR SUBMIT THRU EMAIL: [purchasing@senmc.edu](mailto:purchasing@senmc.edu)

8. **Important Information**: All proposals must be submitted before the due date **It is the Respondent's responsibility to ensure that ITB documents arrive before the established due date and time.**
9. Respondents are strongly encouraged to review, create, and submit all bid responses several days in advance of the bid closing time. It is the responsibility of the Respondent to allow sufficient time for the hazards of traffic, weather, finding parking space, and locating the proper office.
10. **Any and all Bids not received by the proposal submission date and time will be rejected and returned unopened.**
11. SENMC may, in its sole discretion, extend the time for the submission of offers if determined to be in the best interest of SENMC. Such extensions will be by addendum, which may be issued before the submission due date.
12. Definition: This section contains definitions that apply to this ITB and any Bid submitted in response, except as may be otherwise noted in the Proposal:
  - “Agreement” will mean an agreement for the procurement of items of tangible personal property or services.
  - “Contractor” will mean successful Respondent
  - “Determination” will mean successful Respondent.
  - “Desirable” the terms “may,” “can,” “should,” or “prefers,” identify a desirable or discretionary item or factor.
  - “Evaluation Committee” will mean a body of SENMC employees and/or other representatives assigned to perform the evaluation of Respondent proposals.
  - “Finalist” is defined as an Respondent who meets all the mandatory specifications of the Request for Bid and whose score on evaluation factors is sufficiently high to qualify that Respondent for further consideration by the Evaluation Committee.
  - “Invitation to Bid” or “ITB” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
  - “Mandatory” the terms “must,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Respondent's proposal or bid.

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

“Purchase Order” will mean the document that directs a contractor to deliver items of tangible personal property or services pursuant to an existing agreement.

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

“Responsive Respondent” will mean a Respondent who submits a responsive offer and who has furnished, when required, information and data to prove its 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 bid.

“Responsive Offer” will mean an offer, which conforms in all material respects to the requirements set forth in the request for proposal.

13. Any exceptions to the terms and conditions, scope of work and/or specifications will be listed separately in the proposal. Minor deviations to the listed specifications may be considered.
14. This request for proposal may be canceled or proposals may be rejected in whole or in part when it is in the best interest of SENMC.
15. SENMC reserves the right, in its sole discretion, to waive minor informalities in offers submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in selecting and confer no material advantage on the Respondent whose non-conformity is waived.
16. Any sole response received may be rejected by SENMC depending on available competition and timely needs of SENMC. SENMC reserved the right to award the agreement to the responsive Respondent submitting a Responsive Offer with resulting agreement most advantageous and in the best interest of SENMC.
17. All costs incurred by a Respondent in connection with responding to this ITB, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with SENMC will be borne by the Respondent.
18. This procurement in no manner obligates SENMC until a valid signed agreement or valid Purchase Order is executed.
19. SENMC may add to or delete from the Scope of Work set forth in this ITB.
20. SENMC reserves the right to eliminate any Respondent who submits incomplete or inadequate responses or is not responsive to the requirements of this ITB.
21. SENMC reserves the right to discontinue negotiations with any selected Respondent.

22. In submitting an offer to this invitation, Respondent certifies Respondent has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted SENMC.
23. The contents of the proposals will be kept confidential until SENMC awards an agreement. At that time, all proposal documents pertaining to this procurement will be open to the public, except SENMC Procurement Services will not disclose or make public any pages of a bid on which the Respondent has stamped or imprinted “proprietary” or “confidential”, except as otherwise required by law, and subject to the following requirements:

Proprietary or confidential data will be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Respondent’s Secrets Act, N.M.S.A. 1978, §§57-3A-1 through 57-3A-7. The price of products offered, or the cost of services proposed may not be designated as proprietary or confidential information.
24. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a Respondent proposes and “equal” to scope of work/specifications, SENMC reserves the right to refuse any or all Proposals and is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
25. By responding to ITB, Respondents acknowledge and agree to the terms and conditions set forth in this ITB.
26. Respondent will submit one (1) original proposal and one (1) identical emailed copy of the proposal to the location specified in item 7 of this section. Fax copies are not accepted.
27. In accordance with N.M.S.A. 1978, §13-1-129, respondents are hereby notified that other Governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Respondent.
28. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of N.M.S.A. 1978, §§12-1-177 through 13-1-180; and N.M.S.A. 1978, §§13-4-11 through 13-14-17, as amended, will not be permitted to do business with SENMC and will not be considered for award of the agreement during the period it is debarred or suspended.
29. By submitting a proposal, the Respondent certifies that any relationship that exists between the Respondent and SENMC that might interfere with fair competition or is a conflict of interest will be identified; and that any relationship that exists between such Respondent and another person or firm that constitutes a conflict of interest adverse to SENMC will be identified. SENMC may request that an employee, relative or board member, or other such person abstain from participation.
30. The Procurement Code, N.M.S.A. 1978, §§13-1-28 through 13-1-199, imposes civil and Criminal penalties for its violation. In addition, the New Mexico criminal statutes impose Felony penalties for bribes, gratuities, and kickbacks.

## **PROTESTS**

1. Pursuant to N.M.S.A. 1978, §13-1-172, any Respondent who is aggrieved in connection with a solicitation or award of an agreement may protest to SENMC Procurement Services in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing no later than 15 calendar days after knowledge of the facts or occurrences giving rise to the protest. The protest must be in writing and delivered to the Central Purchasing Office, Attention: Director of Finance, Procurement Services (Director), Southeast New Mexico College, 1500 University Dr., Carlsbad, NM 88220.
2. Pursuant to N.M.S.A. 1978, §13-1-173, in the event of a timely protest under this section, the Director of Finance and SENMC may not proceed further with the procurement unless the Director of Finance makes a determination that the award Agreement is necessary to protect substantial interests of SENMC.
3. The Director of Finance or her/his designee have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Respondent concerning a procurement. This authority will be exercised in accordance N.M.S.A. 1978, §13-1-173 and shall not include the authority to award money damages or attorneys' fees.
4. Pursuant to N.M.S.A. 1978, §13-1-175, the Director of Finance or her/his designee will promptly issue a determination relating to the protest. The determination will: 1) state the reasons for the action taken; and 2) inform the Protestant of the right to judicial review of the determination pursuant to N.M.S.A. 1978, §13-1- 183.
5. Pursuant to N.M.S.A. 1978, §13-1-176, a copy of the determination issued under 13-1-175 NMSA 1978 will immediately be mailed to the Protestant and other bidders involved in the procurement.

## **COMPLETION OF BID FORM**

1. All bids must include the Bid Form included in Bid documents. The Bid shall record costs on lines provided on the Bid Form both in written words and in figures. The Bid Form must be signed and acknowledged by the Bidder.
2. In case of a difference in written words and figures on the Bid Form, the amount stated in written words shall govern.
3. If the Bidder is a Corporation, the signer must be an officer of the Corporation. A copy of the corporate resolution authorizing the officer to sign for the Corporation may accompany the Bid or may be submitted at the time the contract is awarded.

## **BID BOND**

1. A Bid Bond payable to SENMC in an amount not less than 5% of the total bid submitted must accompany each Bid. This serves as a guarantee that, if awarded the BID, the Bidder will enter into a contract with SENMC. This 5% Bid Bond must be in a form satisfactory to SENMC that is executed by a surety company authorized to do business in the State of New Mexico.

## **SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**



1. The Bidder shall provide in their Bid a listing of subcontractors to be used on the project in conformance with the Subcontractors Fair Practice Act. The threshold for listing of Sub-Contractors shall be five thousand dollars (\$5,000) or ½ of 1% of the Architects /Engineers estimate of the total project costs not including alternates, whichever is greater. The Bidder shall list the following /information:
  - The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the project in an amount in excess of the listing threshold; and
  - The nature of the work which will be done by each subcontractor. The Bidder shall list only one subcontractor for each category as defined by the bidder; and
  - The type and classification of license with corresponding expiration date as issued by Construction Industries Division.
2. A Bid submitted by any Bidder which fails to comply with the provisions of this section is a non- responsive Bid and shall not be accepted.
3. In accordance with N.M.S.A. 1978, §13-4-36A (3), SENMC reserves the right to refuse to approve a subcontractor listed and may request substitution by the Contractor.
4. Listed subcontractors must be used to complete the project unless written prior approval is requested by the General Contractor and is granted by the Director of Procurement Services, whose decision is final.
5. Relations between awarded Contractor and Subcontractors shall be in accordance with the Subcontractors Fair Practice Act - Substitution of Subcontractor, N.M.S.A. 1978, §13-4-36.
6. This act does not apply to work covering street lighting and traffic signals; construction, improvement or repair of streets or highways, including bridges; and underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines. N.M.S.A. 1978, §13-4-35.
7. A Subcontractor shall provide to the Contractor a performance and payment bond if the Subcontractor's work to be performed on the project is one hundred twenty-five thousand dollars (\$125,000) or more. The Contractor shall furnish to the Owner copies of these bonds if requested by the owner.

## **WAGE RATES**

1. Bidder should note that the New Mexico Department of Labor requires wage rates on any project that exceeds \$60,000 including all change orders issued after Bid award before taxes.
2. Public Works Minimum Wage Act Registration:  
A Contractor or a subcontractor that submits a Bid valued at more than \$60,000.00 for a Public Works project that is subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Labor Department. All tiers of subcontractors are subject to this law. SENMC may reject a Bid from a contractor that does not have a proof of required registration for itself or its subcontractors. NMSA 13-4-13.1
3. The current New Mexico Department of Labor, Labor and Industrial Division, Public Works Bureau wage rates are included in the Bid.

## **INTERPRETATIONS**

1. No interpretation of the meaning of the plans, specifications or other Bid documents shall be made to any Bidder verbally. Every request for such interpretation should be in writing and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions shall be in the form of written addenda to the specifications which, if issued, shall be provided to all prospective Bidders, not later than five (5) days prior to the opening of Bids. Failure of any Bidder to receive any such addendum or interpretations shall not relieve such Bidder from any obligation under its Bid as submitted. All addenda so issued shall become part of the Contract Documents.

## **LAWS AND REGULATIONS**

1. The Bidder's attention is directed to the fact that all applicable state laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

## **BIDDER'S INSPECTION AND SITE VISIT OBLIGATIONS**

1. At the time of the opening of Bid, each Bidder shall be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any Bidder to examine the site and any form, instrument, or document, shall in no way relieve any Bidder from obligation in respect of its Bid.
2. Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the Work progresses. Failure to have visited the site before bidding shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the Project in accordance with the Contract Documents, without additional cost to the Regents.

## **TIMES FOR START AND COMPLETION OF CONSTRUCTION**

1. Unless a specific date is stated in the contract documents as the commencement of construction, Bidders must agree to commence work within ten (10) days of the date of receipt of the written notice to proceed. If requested on the Bid Form the Proposer shall specify the number of project consecutive calendar days required for the completion of the project on the Bid Form. Note that liquidated damages are included for late completion. Time for completion of this project is noted in BID Schedule Section 1.2. The Contractor shall not begin until all contract documents are signed by both Regents and Contractor and Notice to Proceed has been issued to the Contractor.

## **STANDARD FORM OF AGREEMENT**

1. The Standard Form of Agreement (hereinafter referred to as "Agreement") and all documents incorporated in that Agreement will be used in the award of this Invitation to Bid. The successful Bidder shall execute Agreement without changes, excepting the completion of any blanks that are required to be inserted as a result of the award of the Bid. The submitted Bid Bond shall guarantee SENMC the proper execution of this agreement by the successful Bidder.

## **EQUAL EMPLOYMENT OPPORTUNITIES**

1. The Contractor and the subcontractor(s) working on contract(s) entered into subsequent to this Invitation to Bid shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to its hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status.

## **NEW MEXICO PUBLIC WORKS APPRENTICESHIP AND TRAINING ACT**

1. Bidders should inform themselves of the Public Works Apprenticeship and Training Act. Section B of that Act states in part: "Public works construction projects, except for street, highway, bridge, road, utility or maintenance contracts with employees who elect not to participate in training shall not be constructed unless an employer agrees to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works bureau of the labor and industrial division of the labor department. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the director."

## **NEW MEXICO WORKERS' COMPENSATION ACT**

1. Bidder agrees to inform themselves of the Workers' Compensation Act and to comply with state laws and rules pertaining to Workers' Compensation insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, a contract awarded as a result of this Bid may be cancelled effective immediately.

## **SUBMITTALS**

1. Submittals and Requirements for Prior Approval: A Bidder who wishes to obtain prior approval for the use of materials or products other than those specified may do so by the date specified in the Bid Schedule (Section 1.2.1). The request for prior approval for any material or products which is not already specified must be submitted in writing to the Architect/Engineer. Submittals for prior approval shall be rejected if they do not include sufficient information to demonstrate acceptability as specified. This request must be approved by the Architect/Engineer to be considered as an equal. The Architect/Engineer shall identify all approved materials or products in a written addendum. Prior approval of roofing materials shall not void the Roofing Warranty and Certification Submittal Requirement specified elsewhere in this Bid.
2. A Bidder may submit a Bid (pre-award) that utilizes material or products other than those specified; however without obtaining prior approval as stated in section 15.2 the Bidder risks the disapproval of material or products as equal and rejection of the Bid.

## **PUBLIC INSPECTION**

1. After award, each Bid except those portions for which a company has made a written request for confidentiality, shall be open to public inspection. Companies wishing to designate information as proprietary/confidential shall mark as such the respective pages of their Bid with the designation "PROPRIETARY AND CONFIDENTIAL."

## **Notice/Bidder Checklist**

To preclude possible errors and/or misinterpretations, Bidder's attention is called to the following requirements for this Bid. This list is not meant to be all-inclusive. Bidder should be familiar with all the Bid documents. Failure of Bidders to submit a complete Bid in accordance with all instructions provided is cause for SENMC to reject Bid.

### **Bid Form: (Complete the following):**

1. Name of Company on first page and on top of each page of Bid Form.
2. Resident Contractor Preference Number (In-state Certification No.) on Bid Form and a copy of certificate.
3. Resident Veteran Contractor Preference Number (In-state Certification No.) on Bid Form and a copy of certificate.
4. Authorized signature with name typed and printed on Bid Form.
5. Corporate Resolution (if Corporation)
6. New Mexico Contractors License Number on Bid Form.
7. Public Works Registration Number (if Applicable) on Bid Form
8. Bid amount written and enumerated in ink legibly or typewritten.
9. Any corrections to Bid amount must be initialed and submitted before due date.
10. Acknowledge of all addenda.

### **SUBMIT TOGETHER WITH BID FORM**

1. List of subcontractors as required by Subcontractors Fair Practice Act
2. Bid Bond
3. Copy of Certificate of Public Works Registration
4. Certificate of Debarment & Suspension
5. Non-Collusion Statement

# BID Form

To: Director of Procurement Services  
Southeast New Mexico College  
Carlsbad, NM 88220

Re: BID# \_\_\_\_\_

Bid of \_\_\_\_\_ (hereinafter called Bidder) a:

Corporation  Partnership  or Individual

The Bidder in compliance with Bid mentioned above having examined the bid documents and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials, equipment and labor, hereby proposes to furnish all materials, equipment, labor and supplies and to complete the work at the prices stated below. These prices, excluding New Mexico Gross Receipts Taxes, are to cover all expenses incurred in performing the Work as required in the Bid and as outlined in the contract documents.

The Bidder, if awarded the contract, agrees to commence work within ten (10) calendar days of the date of Notice of Proceed, and complete all work in all areas resulting in substantial completion of the project according to these specifications and drawings within time of completion as stated in Bid Schedule Section 1.2. Though not to be the only remedy, Liquidated Damages may be assessed at rate stated in Bid Schedule Section 1.2 per day for days beyond contract time.

The College reserves the right to accept or reject any all Bids, based entirely on its own judgment as to which are in the best interest of the University and/or within available funds.

By signing this form, Bidder acknowledge receipt of ALL issued addenda.

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*E-Mail*

\_\_\_\_\_  
*NM Contractor's License Number*

\_\_\_\_\_  
*Expiration Date*

\_\_\_\_\_  
*License Classification (s)*

\_\_\_\_\_  
*Applicable Public Works Registration Number*

\_\_\_\_\_  
*Resident Contracts Certification Number*

\_\_\_\_\_  
*Resident Veteran Contractors Certification Number*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_ Federal Funds (if checked)

**Federal Funds are utilized on this procurement. Executive Order 13658 – Minimum wage and Davis-Bacon Act must be adhered to. New Mexico In-State Resident and Resident Veteran preference points do not apply.**

For work, described in the specifications mentioned above, Proposer agrees to perform all work for the following sums of:

**Base Bid** (*Lump Sum or Line items*):

\_\_\_\_\_ \$ \_\_\_\_\_

**Base Bid Amount (Excluding NMGRT) written out**

Item #	Description	Cost ( <i>Lump Sum</i> )
1	Base Bid	\$

**Alternate-** (*If Applicable*)

Alt #	Casework	Cost ( <i>Lump Sum</i> )
1	Provide demolition, preparation, and installation of new countertops, cabinets, sink base, and storage throughout renovation area.	\$

\_\_\_\_\_ \$ \_\_\_\_\_

**Additive Alternate #1 Amount (Excluding NMGRT) written out**

Alt #	Equipment	Cost ( <i>Lump Sum</i> )
2	Provide new refrigerator, stove, and microwave.	\$

\_\_\_\_\_ \$ \_\_\_\_\_

**Additive Alternate #2 Amount (Excluding NMGRT) written out**

Alt #	Room Specialties	Cost ( <i>Lump Sum</i> )
3	Provide new Marker Board, Tack Board, Corner Guards,	\$

\_\_\_\_\_ \$ \_\_\_\_\_

**Additive Alternate #3 Amount (Excluding NMGRT) written out**

Alt #	Description	Cost ( <i>Lump Sum</i> )
4		\$

\_\_\_\_\_ \$ \_\_\_\_\_

**Additive Alternate #4 Amount (Excluding NMGRT) written out**

Alt #	Description	Cost ( <i>Lump Sum</i> )
5		\$

\_\_\_\_\_ \$ \_\_\_\_\_

**Additive Alternate #5 Amount (Excluding NMGRT) written out**



NON-COLLUSION STATEMENT

State of \_\_\_\_\_)

County of \_\_\_\_\_)

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

that he/she is (title) \_\_\_\_\_

of (organization) \_\_\_\_\_

submits herewith to Southeast New Mexico College a proposal and that all statements of fact in such proposal are true.

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said, Offeror has not directly or indirectly, by agreement, communication, or conference with anyone attempted to induce action prejudicial to the interest of Southeast New Mexico College, or any Offeror of anyone else interested in the proposed contract and further,

That prior to the public opening and reading of the proposal, said Offeror:

1. Did not directly or indirectly induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Offeror or anyone else would submit a false or sham proposal or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price or fix the proposal price of said Offeror or of anyone else or to raise or fix any overhead, profit or cost element of their proposal price or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Southeast New Mexico College, or to any person or persons who have a partnership or other financial interest with said Offeror in his business.

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

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



**SOUTHEAST NEW MEXICO COLLEGE SUPPLIER CONFLICT OF INTEREST, DEBARMENT/SUSPENSION CERTIFICATION FORM  
PAYMENTS TO INFLUENCE, CLEAN AIR/WATER POLLUTION CERTIFICATION THE FOLLOWING MUST BE CERTIFIED IF THIS  
PURCHASE ORDER IS \$25,000 OR GREATER**

**CONFLICT OF INTEREST**

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

No employee or Trustee of Southeast New Mexico College (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 Southeast New Mexico College employee, Trustee or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_ List below the name(s) of any Southeast New Mexico College employee, Trustee 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.

Vendor shall notify Southeast New Mexico College Purchasing of any change of status related to conflict of interest.

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ CompanyName: \_\_\_\_\_

Address \_\_\_\_\_ City/State/zip: \_\_\_\_\_

**THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$150,000 OR GREATER** (Addition to above):

**CERTIFICATION AND CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 2007)**

(a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989
- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.
  - 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - 3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT 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 below.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Name Typed: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/zip: \_\_\_\_\_