

## OFFICIAL CONTACTS ONLY

This RFP contains restrictions on contact with Board of Trustees, SENMC Student Government, 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.

### **Trades & Technologies Building RFP #202504001**



**Southeast New Mexico College**

RFP DUE DATE AND TIME: 06/26/25 @ 5:00pm  
PROCUREMENT CONTACT: Rebecca Silva at 575-234-9213  
E-MAIL: [purchasing@senmc.edu](mailto:purchasing@senmc.edu)

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

## Contents

OVERVIEW .....	3
RFP SCHEDULE.....	3
BACKGROUND .....	4
SCOPE OF WORK.....	4
TERMS AND CONDITIONS .....	4
1. PROPOSAL GENERAL INSTRUCTIONS.....	4
2. DEFINITIONS.....	8
3. PROPOSAL FORM.....	9
4. BID BOND .....	9
5. SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.....	9
6. WAGE RATES.....	10
7. INTERPRETATION.....	11
8. LAWS AND REGULATIONS.....	11
9. OBLIGATION OF THE RESPONDENT .....	11
10. TIME FOR START AND COMPLETION OF CONSTRUCTION.....	11
11. STANDARD FORM OF AGREEMENT.....	12
12. EQUAL EMPLOYMENT OPPORTUNITIES .....	12
13. NEW MEXICO PUBLIC WORKS APPRENTICESHIP AND TRAINING ACT .....	12
14. NEW MEXICO WORKERS' COMPENSATION ACT .....	12
15. SUBMITTALS .....	13
16. DISCUSSIONS WITH OFFEROR AND AWARD.....	13
PROTESTS .....	13
EVALUATION CRITERIA .....	14
SUBMITTAL REQUIREMENTS/RESPONDENT'S CHECKLIST .....	15
PROPOSAL CHECKLIST .....	17
PROPOSAL FORM.....	19
SUBCONTRACTORS LIST .....	21
COMPLIANCE WITH REGULATORY AGENCIES .....	22

## **OVERVIEW**

Southeast New Mexico College Procurement Services has issued this competitive sealed request for proposals for the purpose of obtaining responsive proposals from responsible parties to provide *Construction and Site Work for (1) One New Energy Trades and Technologies Building*. As noted in the Evaluation Criteria, cost is only one component of the evaluation criteria for the award of this RFP.

## **RFP SCHEDULE**

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

Event	Responsibility	Date
1. Issuance of RFP	SENMC	04/21/25
2. Non-Mandatory Pre-Proposal Conference and Site Visit	SENMC/Potential Respondents	05/01/25 @ 2:00pm Room 106
2. Deadline to Submit Written Questions	Potential Respondents	05/22/25
3. Response to Written Question/RFP Amendments	SENMC	06/12/25
4. Submission of Proposals	Respondents	06/26/25 @ 5:00pm
5. Review of Proposals	SENMC Evaluation Committee	06/30/25 @10:00am Room 106
6. Best and Final Offers	Finalist Respondents	07/04/25
7. Agreement Negotiations	SENMC Procurement Services/Respondent	07/04/25
8. Agreement Awarded	SENMC Procurement Services	07/11/25
9. Agreement Effective Date		07/11/25
10. Subcontractor Listing Threshold	SENMC Project Manager/Proposer	\$22,500.00
11. Time for Completion of Work	Awarded Proposer	730 Calendar Days from Notice to Proceed
12. Liquidated Damages	Awarded Proposer	\$1000.00

There will be a non-mandatory pre-proposal conference and site visit on **Thursday May 01, 2025**. Address: **1500 University Drive @ 2:00pm in Room 106**.

Proposers who attend the pre-proposal conference and site visit do so at their own expense.

## **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, a 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 appreciates the continued support of Carlsbad and Eddy County. 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**

SENMC requests proposals from qualified level III contractors interested in providing *Construction and Site Work for (1) One New Energy Trades and Technologies Building*. The company should provide three references. SENMC may enter into a 1-year agreement, plus additional mutually agreed one-year extensions, not to exceed a total agreement term including extensions of eight years. SENMC will determine the initial term that is in the best interest of SENMC.

## **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 RFP 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.

### **1. PROPOSAL GENERAL INSTRUCTIONS**

- 1.1. SENMC is seeking proposals from qualified individuals and/or companies in accordance with the RFP scope of work.
- 1.2. Proposals must be received by SENMC at Procurement Services no later than the date and time specified on the cover sheet at which time said proposals will be opened and recorded as received.
- 1.3. 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 RFP or resulting agreement(s).

- 1.4. Any contact during the RFP evaluation 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.
- 1.5. Respondents should promptly notify Procurement Services of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP. Any response made by Procurement Services will be provided in writing to all Respondents by addendum; no verbal responses will be authoritative.
- 1.6. No Addendum will be issued later than five (5) days prior to the date for receipt of proposals, except an Addendum withdrawing the Request for Proposal or one which extends the time for submission of proposals.
- 1.7. The envelope containing the completed proposal and literature **must** be marked "Request for Proposal" with corresponding RFP# and addressed as follows:

MAIL TO:	Southeast New Mexico College Procurement Services 1500 University Dr. Carlsbad, NM 88220
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PHYSICAL ADDRESS:	SENMC Business Office 1500 University Dr. Carlsbad, NM 88220
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OR SUBMIT THRU EMAIL:	<a href="mailto:purchasing@senmc.edu">purchasing@senmc.edu</a>
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**Important Information:** All proposals must be submitted before the due date. **It is the Respondent's responsibility to ensure that RFP documents arrive before the established due date and time.**

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.

- 1.8. **Any and all Proposals not received by the proposal submission date and time will be rejected and returned unopened.**
- 1.9. 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 date.
- 1.10. Any exceptions to the terms and conditions, scope of work and/or specifications will be listed separately in the proposal, unless otherwise stated. Specifications attached are the minimum requirements. The specifications submitted herein are all available to SENMC at the time of this mailing. Minor deviations to the listed specifications may be considered.
- 1.11. This request for proposal may be cancelled or proposals may be rejected in whole or in part when it is in the best interest of SENMC.
- 1.12. 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 making a selection and confer no material advantage on the Respondent whose nonconformity is waived.
- 1.13. Any sole responsibility received may be rejected by SENMC depending on available competition and timely needs of SENMC. SENMC reserves 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.
- 1.14. All costs incurred by a Respondent in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with SENMC will be borne by the Respondent.
- 1.15. This procurement in no manner obligates SENMC until a valid signed agreement or valid Purchase Order is executed.
- 1.16. SENMC may add or delete from the Scope of Work set forth in this RFP through amendments issued no later than four days before the date for receipt of bids.
- 1.17. SENMC reserve the right to eliminate any Respondent who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- 1.18. SENMC reserves the right to discontinue negotiations with any selected Respondent.
- 1.19. In submitting an offer to this invitation, Respondent certifies that Respondent has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to SENMC.

- 1.20. The contents of the proposal 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, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed may not be designated as proprietary or confidential information.

- 1.21. 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 an “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.
- 1.22. By responding to the RFP, Respondents acknowledge and agree to the terms and conditions set forth in this RFP.
- 1.23. Respondent will submit one (1) original proposal and one (1) identical emailed copy of the proposal to the location specified in item 1.7. Fax copies are not accepted.
- 1.24. If not withdrawn before the proposal opening date and except as otherwise provided in the Procurement Code, no proposer may withdraw its proposal within sixty (60) days after the actual date of the opening.
- 1.25. In accordance with 13-1-129 NMSA 1978, 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.
- 1.26. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 12-1-177 through 13-1-180, and 13-4-11 through 13-14-17 NMSA 1978 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. No Respondent will be deemed responsible if it has been debarred by SENMC, if in the preceding twelve months it has failed to perform any contract, or if Respondent’s bonding company has been required to complete the work of a contract for Respondent. At the direction of SENMC, the apparent successful Respondent may be required to provide any documentation necessary to show Respondent is in good standing and not subject to debarment.

- 1.27. By submitting a proposal, the Respondent certifies that no relationship exists between the Respondent and SENMC that interferes with fair competition or is a conflict of interest; and no relationship exists between such Respondent and another person or firm that constitutes a conflict of interest adverse to SENMC.
- 1.28. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
- 1.29. SENMC reserves the right to accept reject any and /or all proposals, to waive irregularities and technicalities, and to request resubmission. 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, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived

## **2. DEFINITIONS**

Definitions: This section contains definitions which apply to this RFP and any Proposal 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 a 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.

“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 which 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.

### **3. PROPOSAL FORM**

- 3.1. All proposals must include the Proposal Form included in the RFP. The Respondent shall record costs on lines provided on the Proposal Form both in written words and in figures. The Proposal Form must be signed and acknowledged by the Respondent.
- 3.2. In case of a difference in written words and figures on the Proposal Form, the amount stated in written words shall govern.
- 3.3. If the Respondent 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 proposal or may be submitted at the time the contract is awarded.

### **4. BID BOND**

- 4.1 A Bid Bond payable to SENMC in an amount not less than 5% of the total bid submitted must accompany each proposal. This serves as a guarantee that, if awarded the RFP, the Respondent 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.

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

- 5.1 The Respondent shall provide in their proposal 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 alternatives, whichever is greater. The Respondent shall list the following information:

- 5.1.1 The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Respondent in or about the construction of the project in an amount in excess of the listed threshold.
  - 5.1.2 The nature of the work which will be done by each subcontractor. The Respondent shall list only one subcontractor for each category as defined by the Respondent.
  - 5.1.3 The type and classification of license with corresponding expiration date as issued by the Construction Industries Division.
- 5.2 A proposal submitted by any Respondent which fails to comply with the provisions of this section is a non-responsive proposal and shall not be accepted.
- 5.3 In accordance with NMSA 13-4-36A (3), SENMC reserves the right to refuse to approve a subcontractor listed and may request substitution by the Contractor.
- 5.4 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 Purchasing, whose decision is final.
- 5.5 Relations between awarded Contractor and Subcontractors shall be in accordance with the Subcontractors Fair Practice Act-Substitution of Subcontractor, NMSA Section 13-4-36.
- 5.6 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 (NMSA 13-4-35).
- 5.7 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.

## **6. WAGE RATES**

- 6.1 Respondent should note that the New Mexico Department of Labor requires wage rates on any project that exceeds sixty thousand dollars (\$60,000), including all change orders issued after proposal award before taxes.
- 6.2 Public Works Minimum Wage Act Registration. A Contractor or a Subcontractor that submits a proposal valued at more than sixty thousand dollars (\$60,000) 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 proposal from a contractor that does not have proof of required registration for itself or its subcontractors (NMSA 13-4-13.1).

6.3 Respondent is responsible for the accurate determination of the appropriate wage rates.

## **7. INTERPRETATION**

7.1 No interpretation of the meaning of the plans, specifications, or other proposal documents shall be made to any Respondent verbally. Every request for such interpretation shall 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 proposals. 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 Respondents, not later than five (5) days prior to the opening of proposals. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under its proposal as submitted. All addenda so issued shall become part of the Contract Documents.

## **8. LAWS AND REGULATIONS**

8.1 The Respondent'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.

## **9. OBLIGATION OF THE RESPONDENT**

9.1 At the time of the opening of proposals, each Respondent 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 Respondent to examine the site and any form, instrument, or document shall in no way relieve any Respondent from obligation in respect to its proposal.

9.2 Contractor shall familiarize itself with the site, in order to anticipate unforeseen 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 SENMC.

## **10. TIME FOR START AND COMPLETION OF CONSTRUCTION**

10.1 Unless a specific date is stated in the Contract Documents as the commencement of construction, Respondents must agree to commence work within ten (10) days of the date of receipt of the written notice to proceed. If requested on the Proposal Form, the Respondent shall specify the number of project consecutive calendar days required for

completion of the project on the Proposal Form. Note that liquidated damages are included for late completion. Time for completion of this project is noted in RFP section entitled RFP Schedule. The Contractor shall not begin until all Contract Documents are signed by both Trustees and Contractor and Notice to Proceed has been issued to the Contractor.

## **11. STANDARD FORM OF AGREEMENT**

- 11.1 The Standard Form of Agreement, hereinafter referred to as the “Agreement”, and all documents incorporated into that Agreement will be used in the award of this Request for Proposal. The successful Respondent shall execute this contract without changes, with the exception of completion of any blanks that are required to be inserted as a result of the award of the proposal. Respondent’s Bid Bond shall guarantee SENMC the proper execution of this agreement by the successful Respondent.

## **12. EQUAL EMPLOYMENT OPPORTUNITIES**

- 12.1 The Contractor and the Subcontractor(s) working on contract(s) entered into subsequent to this RFP 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, sexual preference, veteran status, or other protected characteristic under the law.

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

- 13.1 Respondents 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 apprenticeship and training programs in New Mexico in which the employer is a participant or to the public works bureau of 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.”

## **14. NEW MEXICO WORKERS’ COMPENSATION ACT**

- 14.1 Respondent 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 the 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 RFP may be canceled effective immediately.

## **15. SUBMITTALS**

- 15.1 Submittals and Requirements for Prior Approval: Respondents who wish to obtain prior approval for the use of materials or products other than those specified may do so by the date specified in the RFP Schedule. The request for prior approval for any materials 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 RFP.
- 15.2 Respondents may submit a proposal (pre-award) that utilizes material or products other than those specified; however, without obtaining prior approval as stated above, the Respondent risks the disapproval of material or products as equal and rejection of the proposal.

## **16. DISCUSSIONS WITH OFFEROR AND AWARD**

- 16.1 SENMC reserves the right to negotiate and/or conduct discussions with any or all interested firms and/or to make an award of a contract without such negotiations and/or discussions based only on the evaluation of the written proposals. SENMC reserves the right to contact and interview anyone connected with any past or present project with which the Respondent has been associated.

## **PROTESTS**

1. Any Respondent who is aggrieved in connection with a solicitation or award of an agreement (Protestant) 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 within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Director of Finance, Procurement Services (Director), Southeast New Mexico College, 1500 University Dr., Carlsbad, NM 88220.
2. 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 the substantial interests of SENMC (13-1-173 NMSA1978).
3. The Director of Finance or her/his designee has the authority to take any action reasonably necessary to resolve a protest of an aggrieved Respondent concerning procurement. This

authority will be exercised in accordance with adopted regulations, but will not include the authority to award money damages or attorneys' fees (13-1-173 NMSA 1978).

4. The Director of Finance or her/his designee will promptly issue a determination relating to the protest. The determination will:
  - a. State the reasons for the action taken; and
  - b. Inform the Protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.
5. A copy of the determination issued under 13-1-175 NMSA 1978 will immediately be mailed to the Protestant and other Respondents involved in the procurement (13-1-176 NMSA 1978).

## **EVALUATION CRITERIA**

Each proposal may be awarded points up to the numeric value listed below. Points will be awarded in compliance with 13-1-21 NMSA 1978 for New Mexico In-State Resident Business and Resident Veteran Business. If a proposal is a joint venture, Respondent should state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. A Respondent cannot be awarded both a resident preference and a resident veteran business preference. Respondent must include a copy of the certificate issued by State of New Mexico Taxation & Revenue Department in their proposal. Proposals must address each of the following criteria:

<b>Financial Considerations</b> Detailed cost for service	20
<b>Similar Project Experience</b> Provide detailed information on similar experience to this project as described within this RFP with emphasis on higher education projects. List up to five (5) similar projects, two (2) of which must be completed, and provide the following for each: <ul style="list-style-type: none"><li>• Overview/Description of completed project; similar projects in progress will be considered with scoring reduced</li><li>• Beginning cost (budget) and final cost of completed project</li><li>• Number of change orders</li><li>• Adherence to schedule-was project completed on time or is it on schedule</li></ul>	45
<b>Composition of Project Team</b> Include resumes of key personnel assigned to this project and their roles/responsibilities. Provide years of experience, specialty in directly-related experience; previous overall experience; licensure, education and/or equivalent; length of time working together; etc.	15
<b>Local Subcontractors</b> Include the principal place of business of each subcontractor and make every effort to use subcontractors whose main offices are in Eddy County	10
<b>Compliance with Regulatory Agencies</b> Submit Compliance with Regulatory Form included in this RFP	10

<b>Total Possible Points</b>	100
<b>New Mexico Resident/Native American Business Preference:</b> 8% of the total possible points to a resident business. Respondent must include a copy of their Resident/Native American Certificate issued by State of New Mexico Taxation & Revenue Department.	8
<b>Veteran New Mexico Resident/Native American Business Preference:</b> 10% of the total possible points to a resident veteran business. To qualify a Respondent must include a copy of their Resident Veteran/Native American Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <ul style="list-style-type: none"> <li>10 Points for Resident Veteran Business/Contractor with annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year as verified by State of New Mexico Taxation &amp; Revenue Department.</li> </ul>	10
<b>Total Possible Awarded Points and Preference Points</b>	110

**Note:** Failure to adequately address the above requirements may be cause for the proposal to be deemed non-responsive by SENMC Procurement Services.

## **SUBMITTAL REQUIREMENTS/RESPONDENT'S CHECKLIST**

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

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

- 1) Name of Company and date of Proposal on the first page and top of each page of the Proposal Form
- 2) Address, telephone/fax number and email address of business
- 3) Primary Contact's name and contact information
- 4) Resident Contractor Preference Number (In-state Certification No.) on the Proposal Form and a copy of the certificate
- 5) Resident Veteran Contractor Preference Number (In-state Certification No.) on the Proposal Form and a copy of the certificate
- 6) Authorized signature with the name typed or printed on Proposal Form
- 7) Corporate Resolution (if Corporation)

- 8) New Mexico Contractor's License Number on Proposal Form
- 9) Minimum Wage Act Registration Number (if applicable) on Proposal Form
- 10) Proposal amount written and enumerated in ink legibly or typewritten
- 11) Any corrections to the proposal amount must be initialed and submitted before the due date
- 12) Acknowledge addenda

**Submit together with the Proposal Form:**

- 1) List of similar work experience. Provide an overview of current and prior experience in work comparable to the scope of work required in this RFP. Include years of experience providing these services for institutions of comparable size and complexity. Demonstrate the firm's ability to act in this capacity for SENMC, capability to handle the proposed workload, and industry performance supporting Respondent's ability to perform the required services in a timely, effective, and efficient manner. Include a list of at least three (3) client references including name and telephone number of clients for which these services have been performed, currently or in the recent past. Please do not include SENMC personnel.
- 2) Statement that Respondent has the ability to provide the services requested and will comply with the agreement terms and conditions set forth in this RFP.
- 3) Information on Project Team composition.
- 4) List of subcontractors as required by the Subcontractors Fair Practice Act.
- 5) Compliance with Regulatory Agencies Form.
- 6) Bid Bond.
- 7) Certificate of Debarment & Suspension.
- 8) Non-Collusion Affidavit.



## **Proposals Must Include:**

**Response and Approach to Requested Scope of Work:** Provide an in-depth response to the requested Scope of Work with a detailed description of services to be offered and an indication of capabilities to provide these services. Any services that cannot be provided as required should be noted.

**Relevant Staff Experience and Qualifications:** Background, qualifications, education, training and years of experience of personnel that will be providing services to SENMC. A resume is recommended. All information should be included for any subcontractor the Respondent has indicated to be part of the project team. Include all areas of work to be performed by the subcontractor(s).

**Cost of Service:** A fee proposal must be included; list your firm's detailed pricing for the services. *Include other details as needed.*

**Attachment:** Vendor Questionnaire.

Proposals must not exceed thirty-five (35) single-sided pages, excluding front and back cover, vendor questionnaire, debarment and suspension certificate, non-collusion certificate, copy of In-State preference certificate, any required attachments, blank dividers, table of contents, and Federal form requirement.

## **PROPOSAL CHECKLIST**

- ✓ Include one (1) original and one (1) identical electronic copy of your proposal. Please provide a CD or Jump Drive with the proposal loaded. Fax copies are not accepted.
- ✓ Include List of References.
- ✓ Acknowledge all addenda in letter of transmittal.
- ✓ Review all clarifications/questions/answers.
- ✓ Clearly mark your proposal with "Request for Proposal" and corresponding RFP number on the front of the envelope.
- ✓ Deliver sealed proposal to Southeast New Mexico College, Procurement Services located in Carlsbad, New Mexico 88220 before due date.

If not completed as required, your proposal may be deemed non-responsive.

Contact Procurement Services immediately if any portion of the RFP is missing. This Proposal Checklist is for informational purposes only and is not required to be submitted with your proposal. The Proposal Checklist is not all inclusive, so Respondents are advised to read the RFP carefully to ensure all items are addressed in your proposal.

## **PROPOSAL FORM**

**To:** Director of Purchasing, SENMC

**Re:** RFP # \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called Respondent), a:

Corporation ☐ Partnership ☐ Individual ☐

The Respondent, in compliance with the RFP, mentioned above, having examined the proposal 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 RFP proposal and as outlined in the contract documents.

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

An award shall be made pursuant to the Evaluation Criteria listed in the RFP. SENMC reserves the right to accept or reject all proposals, based entirely on its own judgment as to which are in the best interests of SENMC and/or within available funds.

By signing this form, Respondents acknowledge receipt of ALL issued addenda: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**Base Bid:**

Trades & Technologies Building

To Include Owner's Contingency of \$2,000,000 (Two Million Dollars) \$ \_\_\_\_\_

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

Bid Lot	Description	Cost (Lump Sum)
<b>1</b>	<b>Sanitary Sewer Extension</b>	\$ _____

Bid Lot	Description	Cost (Lump Sum)
<b>2</b>	<b>Furniture, Fixture, and Equipment</b>	_____

**Bid Lot #1 & 2 Amount (Excluding NMGRT) written out**

## **SUBCONTRACTORS LIST**

Please list each Subcontractor for each category or trade necessary to complete the work whose bid amount exceeds the reporting threshold as described in the RFP Schedule. Please indicate if the Subcontractor is for base bid or alternate. (If alternate, please indicate alternate number.)

Failure to conform to this requirement shall disqualify Respondent.

***Note:** Add additional sheets if needed to list all Subcontractors*

<b>Subcontractor</b>	<b>Address</b>	<b>Trade</b>	<b>Public Works Registration No</b>	<b>Base Bid or Alternate</b>

## **COMPLIANCE WITH REGULATORY AGENCIES**

*Please fill out this form to document and submit your response to the evaluation criteria listed in the Submittal Requirements.*

- 1) Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects? ☐ Yes ☐ No

If “no”, please explain:

- 2) Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations or notice of violation pertaining to the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site? ☐ Yes ☐ No

If “no”, please explain:

- 3) Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects? ☐ Yes ☐ No

If “no”, please explain:

- 4) Is your firm free of any Subcontractor Fair Practices Act violations for the past five (5) years? ☐ Yes ☐ No

If “no”, please explain:

- 5) Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because of violations? ☐ Yes ☐ No

If “no”, please explain:

The undersigned hereby states under penalty of perjury that the above statements are true and accurate:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**SENMCM 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 SENMC (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 SENMC 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 SENMC 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 SENMC 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 SENMC 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 accurate to the best of their knowledge.

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

Date \_\_\_\_\_ Name: \_\_\_\_\_ Company \_\_\_\_\_

Name: \_\_\_\_\_ Address \_\_\_\_\_

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

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$100,000 OR GREATER (In addition to above):

**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 \$100,000 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: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

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

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

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is (title) \_\_\_\_\_ of \_\_\_\_\_ (organization) \_\_\_\_\_ submits herewith to SENMC, 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 SENMC, or any Offeror of anyone else interested in the proposed contract and further,

That prior to the public opening and reading of 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 of group of individuals, except that SENMC, or to any person or persons who have a partnership or other financial interest with said Offeror in his business.

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

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