



**REQUEST FOR PROPOSALS  
FOR  
Asphalt Improvements and Repairs**

**RFP NO: 2018-006-HR**

**CO-OPERATIVE PROCUREMENT on behalf of: Los Lunas Schools and Valencia County**

**Contact Person: Heather Rindels**

**Address: PO Drawer 1300**

**City/State/Zip: Los Lunas, NM 87031**

**Telephone: 505-866-8259 Fax: 505-866-8262 E-Mail: hrindels@lsschools.net**

**DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:**

**DATE: Thursday, March 8, 2018 TIME: 2:00 PM Local Time**

**DELIVER TO: Los Lunas Schools**

**Attn: Heather Rindels**

**(If Mailed) PO Drawer, 1300 Los Lunas, NM 87031**

**(If Hand Delivered) 119 Luna Avenue, Los Lunas, NM 87031**

**Phone Number: 505-866-8259**

**Email: hrindels@lsschools.net**

The date and time received will be stamped on the proposals by the District offices. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address.

**A NON-MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD**

**DATE: Thursday, February 22, 2018 TIME: 10:00 AM Local Time**

**LOCATION: Los Lunas Schools Administrative Office, 119 Luna Avenue, Los Lunas, NM 87031**

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

Los Lunas School District, on behalf of Valencia County and the Valencia County Public Works Department (hereinafter the “Participating Agencies”), seeks sealed proposals from qualified companies, properly registered and licensed to do business in the State of New Mexico, to provide asphalt and other roadway related materials and associated services as may be required by the Participating Agencies and other authorized state and local government users.

### **B. SUMMARY SCOPE OF WORK**

The scope of work consists of providing materials and services as specified herein and provided for in the Price Agreement(s) resulting from this procurement that comply with the cited specifications or, if no specifications are cited, with commonly accepted standards and specifications for the industry.

### **C. SCOPE OF PROCUREMENT**

This is a Cooperative Procurement being conducted by Los Lunas School District on behalf of the Participating Agencies identified in Section I.A, above. The scope of the procurement consists of identifying one or more companies that can provide the products and services described herein. This procurement will result in the award of one or more indefinite quantity Price Agreements. Such Price Agreement(s) may be utilized by any state agency or local public body within the State of New Mexico, if allowed by their governing directives, in addition to the Participating Agencies. The term of the Price Agreement(s) shall be for one (1) year. Unless otherwise terminated pursuant to the Price Agreement, the Price Agreement(s) shall automatically renew, on an annual basis, for up to three (3) additional one year terms. Under no circumstances will the term of the Price Agreement(s), including any extensions and renewals thereto, exceed four (4) years. This procurement may result in a multiple source award.

### **D. PROCUREMENT MANAGER**

Los Lunas School District has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other District employees, or employees of the Participating Agencies, do not have the authority to respond on behalf of Los Lunas School District.

**Heather Rindels**  
Los Lunas School District

<u>Delivery Address</u> (Including proposal delivery): 119 Luna Avenue // Los Lunas, NM 87031	<u>Mailing Address:</u> PO Box 1300 // Los Lunas, NM 87031
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Phone: (505) 866-8259  
Fax: (505) 866-8262  
E-mail: hrindels@lsschools.net

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Heather Rindels's Delivery Address above.

**E. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"County" means the County of Valencia, State of New Mexico.

"Determination" means the written documentation of a decision of the Director of Purchasing including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body appointed by County management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

"Los Lunas School Board" means the elected board in whom all powers of the School District are vested and who are responsible for the proper and efficient administration of the School District.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Price agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Procuring agency" means a municipality, county, state agency or other political subdivision of the State of New Mexico (or any subdivision thereof) that requests the procurement of services or items of tangible personal property under this Price Agreement.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the Los Lunas School District Purchasing Office or the Los Lunas Schools Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for Los Lunas School District.

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

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their 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 called for in this proposal.

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

“School District” means Los Lunas School District.

“Statement of Compliance” and “Statement of Concurrence” mean an express, affirmative statement by the offeror in their proposal, that they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE] Company agrees to comply with this requirement.”, “The [NAME HERE] Company concurs with this requirement.” and The [NAME HERE] Company agrees to participate as required.”

## **F. PROCUREMENT LIBRARY**

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

**- New Mexico Procurement Code**

<http://public.nmcompcomm.us/nmnxtadmin/NMPublic.aspx>

**- Los Lunas Schools Purchasing Policy**

[http://www.llschools.net/school\\_board/policies/section\\_i\\_i\\_i\\_finance/](http://www.llschools.net/school_board/policies/section_i_i_i_finance/)

## **G. AUTHORITY TO CONDUCT COOPERATIVE PROCUREMENT**

The New Mexico Procurement Code, at Section 13-1-135 NMSA 1978 (“Cooperative procurement authorized.”), provides for the conduct of cooperative procurements. Such procurements help minimize the costs to users and sellers alike as the requirements of multiple agencies are gathered into one procurement where sellers can offer deeper discounts based on larger user volumes. And sellers save the cost of having to respond to multiple procurements and administer multiple contracts. The Los Lunas Schools Board of Education approved their participation in the cooperative procurement on January 23, 2018. The Valencia County BOCC approved their participation on February 7, 2018.



## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Procurement Manager (PM)	2/11/18 (Sun)
2. Return of “Acknowledgment of Receipt” Form for Participation List	Potential Offerors (PO)	2/22/18 (Thur)
3. Pre-Proposal Conference (Non-Mandatory)	PM, PO and Participating Agencies Representatives	2/22/18 (Thur) 10:00 AM
4. Deadline to Submit Questions	PO	2/23/18 (Fri) 3:00 PM
5. Response to Written Questions/ RFP Amendments	PM	3/2/18 (Fri) 3:00 PM
<b>6. Submission of Proposal</b>	<b>Offerors</b>	<b>3/8/18 (Thur) 2:00 PM</b>
7. Proposal Evaluation	Evaluation Committee (EC)	3/20/18 (Tue)
8. Notification of Finalists (If desired)	EC	[Not Applicable]
9. Best & Final Offer (If requested)	Offerors	[Not Applicable]
10. Oral Presentations (If requested)	Offerors	[Not Applicable]
11. Price Agreement(s) Negotiations (If needed)	Tentative awardee(s)/School District	3/29/18
12. Price Agreement(s) Award*	Purchasing Agent/School Board*	4/24/18
13. Protest Deadline	Offerors	5/9/18 4:30 PM

\*Price Agreement award is subject to approval of the Los Lunas School Board.

### B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

#### 1. Issue RFP

This RFP is being issued by the Los Lunas School District Purchasing Agent on behalf of the Participating Agencies identified in Section I.A, above.

#### 2. Return of “Acknowledgment of Receipt” Form for Participation List

Potential offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document

(See Appendix A) to have their organization placed on the procurement participation list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement participation list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments or other changes to the procurement. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, the potential offeror's organization name shall not appear on the participation list and the potential offeror will not be sent updated information regarding the procurement.

### 3. Pre-Proposal Conference

A Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 10:00 AM Local Time in the Los Lunas School District Board Room, 119 Luna Ave., Los Lunas, NM 87031. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference. Attendance at the Pre-Proposal Conference is not a prerequisite for submission of a proposal but is highly recommended as questions will be answered.

### 4. Deadline to submit written questions

Potential offerors may submit written questions as to the intent or clarity of this RFP until 3:00 PM Local Time on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

### 5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Los Lunas School District web site, via the Purchasing Department. Notification of such posting shall be provided to all potential offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

## 6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 2:00 PM LOCAL TIME ON THE DATE INDICATED** IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. **PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the “Asphalt Improvements and Repairs” Request For Proposals and should reference “RFP #2018-006-HR.” Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

## 7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by Los Lunas Schools. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at her option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

## 8. Notification of Finalists

[This section not applicable.]

## 9. Best and Final Offers

[This section not applicable.]

## 10. Oral Presentations

[This section not applicable.]

## 11. Price Agreement Negotiations

If necessary, Price Agreement negotiations shall commence with the most advantageous offeror(s) no later than the date indicated in Section II.A (Sequence of Events), above. In

the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a Price Agreement with the next most advantageous offeror without undertaking a new procurement process.

#### 12. Price Agreement(s) Award

After review of the Evaluation Committee Report and the tentative Price Agreement(s), the Purchasing Agent anticipates the Los Lunas School Board will award the Price Agreement(s) on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Los Lunas School Board

Any Price Agreement(s) awarded shall be awarded to the offeror whose proposal is most advantageous to the Participating Agencies, taking into consideration the evaluation factors set forth in this RFP.

#### 13. Protest Deadline

Any protest by an offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Valencia County Procurement Policy #401-01-3, Section 24. The protest period lasts for fifteen (15) calendar days after an aggrieved vendor becomes aware of a fact or facts that could give rise to a protest. For counting purposes, the day a party becomes aware of what they consider to be a protestable fact is counted as day #0. The following day is counted as day #1. Such protest period ends at 4:30 PM Local Time on day #15 unless that day falls on a weekend or a holiday recognized by the School District in which case the deadline is extended until 4:30 PM the next business day.

Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Los Lunas Schools Purchasing  
Attn. Michelle Romero, Director of Purchasing  
119 Luna Avenue (hand delivered)/PO Drawer 1300 (if mailed)  
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Los Lunas Schools Purchasing Policy (#3.15).

### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

### 2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the offeror.

### 3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the School District. The School District will only make contract payments to the prime contractor.

### 4. Subcontractors

Subcontracting is allowed under this Agreement. However, no such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the School District or a Procuring Agency. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

### 5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

### 6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

## 8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

## 9. No Obligation

This procurement in no manner obligates the Participating Agencies or any of their departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

## 10. Termination

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

## 11. 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 School District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## 12. Legal Review

The School District requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

## 13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

## 14. Basis for Proposal

Only information supplied by the School District in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

## 15. Price Agreement Terms and Conditions

The contract between the School District and the contractor will follow the format specified by the School District and contain the terms and conditions set forth in Appendix B, Price Agreement. However, the School District reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the School District's terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language. The School District may or may not accept the alternative language, at the School District's sole discretion. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the School District and could lead to disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

## 16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the School District. The County may or may not accept the additional language, at the School District's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the School District and the selected offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The School District reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the School District, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. School District Rights

The School District reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

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



24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the School District. However any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

25. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

26. Competition

By submitting a proposal, offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the School District.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Los Lunas School District.

28. Electronic mail address required

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

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the School District, the version maintained by the School District shall govern.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

#### B. NUMBER OF COPIES

Offerors shall deliver four (4) identical copies of Binder #1 of their proposal, two (2) identical copies of Binder #2 of their proposal and four (4) identical copies of Binder #3 (optional) of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for four (4) identical copies would be fulfilled by submitting the original and three [3] copies of the original.) The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. For this procurement, we expect receipt of either six (6) or ten (10) separate binders, the latter if the offeror choses to provide the optional Binder #3.

#### C. PROPOSAL FORMAT

##### 1. Proposal Construction

All proposals must be printed on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Each proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a tab for each item listed below.

##### **Binder #1**

- a. Letter of Transmittal Form (See Appendix D)
- b. Table of Contents
- c. Proposal Summary (optional)
- d. Response to Specifications

##### **Binder #2**

- a. Price Schedule-**Submit in a sealed envelope** (See Appendix C)
- b. Campaign Contribution Disclosure Form (See Appendix E)
- c. Preference Certificate (Optional)\*
- d. Response to Agency Terms and Conditions (if any)
- e. Offeror's Additional Terms and Conditions (if any)

##### **Binder #3** (Optional)\*\*

Other Supporting Material

\*See Sections IV.A.2 and IV.A.3, below.

\*\*See also Section III.C.3., below.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Price Schedule, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

## 2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the offeror's proposal.

## 3. Other Supporting Materials

Offerors may include other materials, in Binder #3, which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

## IV. SPECIFICATIONS

### A. INFORMATION

#### 1. Background

This is a Cooperative Procurement as defined in Section 13-1-44 and allowed per Section 13-1-135 of the New Mexico Procurement Code. (Reference 13-1-28 NMSA 1978.) While this procurement is being conducted on behalf of, and is tailored for, the Participating Agencies the resultant Price Agreement(s) may be utilized by any state agency or local public body within the state of New Mexico in accordance with Section 13-1-129.A(2) NMSA 1978 unless otherwise prohibited by that agency's local governing regulations. Potential offerors should factor in this potential to offer the products and services called for here to cities, counties and state agencies throughout the State of New Mexico when developing their proposed pricing and should strive to be as competitive as possible.

#### 2. Resident Business Preference

The New Mexico Procurement Code provides for a preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Bidder **must** submit a copy of their resident business preference certificate with their bid. The preference certificate **must** have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable. **Requests for qualification as a Resident Business after receipt of proposals will not be considered.**

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

#### 3. Resident Veteran Business Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. In order for a Bidder to receive preference as a resident veteran business, that Bidder **must** submit a copy of their resident veteran business preference certificate with their bid. The preference certificate **must** have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable. **Requests for qualification as a Resident Business after receipt of proposals will not be considered.**

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

#### 4. Response to Requirements

Each mandatory requirement in Sections IV.C.1 through IV.C.10, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the offeror's proposal. Responses to desirable requirements in Sections IV.D.1 through IV.D.2, below, are optional. However, failure to respond to a desirable requirement will result in receiving a score of zero (0) for that desirable requirement.

#### **B. [RESERVED]**

(This section not used.)

#### **C. MANDATORY REQUIREMENTS**

##### 1. Letter of Transmittal Form (0 Points – Pass/Fail Only)

Offeror must complete and submit the “Letter of Transmittal Form”, found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

##### 2. General Performance Requirements (0 Points – Pass/Fail Only)

Offeror must agree to provide the products and services, specified herein and priced by the offeror in their proposal, at a price not to exceed the prices stated in the offerors proposal (“Price Schedule”, Appendix C), such prices as may be amended from time to time by mutual agreement of the parties as provided elsewhere herein. Using agencies may negotiate lower prices, by mutual agreement of the parties, on a per-project basis. A statement of concurrence is required.

##### 3. Insurance (0 Points – Pass/Fail Only)

Offeror must agree to provide, and agree to maintain during the life of the Price Agreement, insurance as follows:

Workers Compensation – Consistent with statutory requirements.

Comprehensive General Liability - \$2,000,000 per occurrence, \$5,000,000 General Aggregate

Motor Vehicle Liability - \$1,000,000 per occurrence, \$2,000,000 General Aggregate

Any insurance that is required does not limit the Vendor's obligation to indemnify the procuring agency for a claim above that amount.

A statement of concurrence is required.

4. Campaign Contribution Disclosure Form (0 Points – Pass/Fail Only)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Valencia are BOCC Chair Jhonathan Aragon; BOCC Vice-Chair David Hyder; Commissioners Helen Cole, David Carlberg and Charles Eaton; Assessor Michelle Milam; Clerk Peggy Carabajal; Probate Judge Jamie Goldberg; Sheriff Louis Burkhard and Treasurer Deseri Sichler. The applicable elected officials within Los Lunas Schools are President Bryan Smith; Vice-President Georgia Otero-Kirkham; Secretary Sonya C’Moya; Members Frank Otero and Arthur Castillo.)

5. Property Tax Obligations (0 Points – Pass/Fail Only)

Offerors are required to certify that they are not delinquent in the payment of their Valencia County property tax obligations and that they will not become delinquent in the payment of their property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Proposals that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration. A statement so certifying is required.

6. NM Contractor License Number(s)

Contractors submitting offerors must have the appropriate State of New Mexico contractor license(s) required for the type of work they are proposing to do here. Offerors must include their license number(s) with their proposal.

7. Permits and Licenses (0 Points – Pass/Fail Only)

Unless otherwise agreed upon on a per-project basis, the Contractor is responsible to obtain and pay for all permits and licenses required for each project performed under this agreement. This requirement includes, but is not limited to, all permits and fees required by the using agency and any local state, federal, or other public or private entities’ fees for permits and/or licenses. These costs shall be invoiced on a per-project basis and will be reimbursed.

8. Price Schedule (600 Points)-Submit in a sealed envelope

Offeror must submit the Price Schedule, found at Appendix C. Failure to fully complete the required portions of the Price Schedule may result in the disqualification of the proposal as non-responsive. All prices submitted are to exclude the applicable state gross receipts tax or applicable local option tax. The using agency will pay the applicable tax including any increase in the applicable tax becoming effective after the date of the Price Agreement. The applicable gross receipts tax or applicable local option tax will be shown as a separate amount on each billing or request for payment made under the Price Agreement. (Note that while proposals will be evaluated only on the items that include an extended price [those that we expect to be the most commonly used], offerors will be obligated to honor all prices provided on the Price Schedule. Also note that the prices you provide will be the maximum you may charge per line item. Using agencies reserve the right to negotiate lower prices with the Contractor.

9. Construction and Materials Specifications (0 Points, Pass/Fail only)

Construction will be performed in conformance to New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, latest edition as amended. These can be accessed at:

<http://www.dot.state.nm.us/content/nmdot/en/Standards.html>

Where alternate specifications exist, the decision as to which specification to use will be up to the Procuring Agency. A statement of concurrence is required.

10. Wage Rate Determinations (0 Points, Pass/Fail only)

Contractor must agree to abide by the Wage Rate Determination, on a per-project basis for projects with a value of over \$60,000.00, obtained and provided by the Procuring Agency or its authorized agent prior to the start of any work. A statement of concurrence is required.

## **D. DESIRABLE REQUIREMENTS**

1. Past Performance **(350 Points Possible)**

Offeror should provide the following requested information AND answer ALL of the questions.

a. **(20 Points)** Identify the last five (5) projects you have completed for a state or local government owner within the State of New Mexico which exceeded \$10,000 in contract value. Include a project description, the project location and the owner's point of contact (including contact information) such that the Evaluation Committee may contact that owner if they wish.

b. **(250 Points)** For EACH of the five (5) projects identified above, answer the following questions:

- i. Was the project completed early? If yes, how was that accomplished?
- ii. Was the project completed late? If yes, how many days and why?
- iii. How many days after Substantial Completion were required to complete the punch list items?
- iv. Were you or your subcontractors called back to the job for any reason during the warranty period? After the warranty period?
- v. Were there any outstanding issues remaining after the warranty inspection?
- vi. Did your firm refuse to do additional work requested by the owner? If yes, why?
- vii. What was your company's process for vetting the pricing from your subcontractors and suppliers on change orders in order to ensure fair pricing to the owner?
- viii. What was the dollar threshold below which your firm absorbed additional cost changes in order to avoid disproportionate administrative costs for all parties? Give examples of the changes on this project for which your firm absorbed the costs.
- ix. Describe the role of each teaming partner on the contract.

c. **(30 Points)** Provide evidence of past performance quality and overall customer satisfaction.

d. **(25 Points)** Describe your record of compliance with applicable laws and regulations on past projects, providing supporting evidence if available.

e. **(25 Points)** Describe your past record of achievement of health and safety targets, providing supporting evidence if available.

## 2. Health and Safety **(50 Points Possible)**

Offeror should provide the following requested information.

- a. **(20 Points)** A summary description of the Offeror's Health & Safety Plan
- b. **(30 Points)** A complete copy of the Offeror's written Safety Plan



## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.C.1	Letter of Transmittal Form	0*
IV.C.2	General Performance Requirements	0*
IV.C.3	Insurance	0*
IV.C.4	Campaign Contribution Disclosure Form	0*
IV.C.5	Property Tax Obligations	0*
IV.C.6	NM Contractor License Number(s)	0*
IV.C.7	Permits and Licenses	0*
IV.C.8	Price Schedule	600
IV.C.9	Construction and Materials Specifications	0*
IV.C.10	Wage Rate Determinations	0*
IV.D.1	Past Performance	350
IV.D.2	Health and Safety	50
<b>TOTAL</b>		<b>1,000</b>

\*Pass/Fail only.

### B. EVALUATION FACTORS

Points will be awarded based on the evaluation factors found in V.C.1 through V.D.2, below, as indicated.

### C. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points – Pass/Fail Only)

Pass/Fail only.

2. General Performance Requirements (0 Points – Pass/Fail Only)

Pass/Fail only.

3. Insurance (0 Points – Pass/Fail Only)

Pass/Fail only.

4. Campaign Contribution Disclosure Form (0 Points – Pass/Fail Only)

Pass/Fail only.

5. Property Tax Obligations (0 Points – Pass/Fail Only)

Pass/Fail only.

6. NM Contractor License Number(s)

Pass/Fail only.

7. Permits and Licenses (0 Points – Pass/Fail Only)

Pass/Fail only.

8. Price Schedule (600 Points)

Points will be awarded based on the “Total Evaluation Price” proposed on the Price Schedule and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Total Evaluation Price}}{\text{This Offeror's Total Evaluation Price}} \times 600$$

9. Construction and Materials Specifications (0 Points – Pass/Fail Only)

Pass/Fail only.

10. Wage Rate Determinations (0 Points – Pass/Fail Only)

Pass/Fail only.

**C. DESIRABLE REQUIREMENTS**

1. Past Performance (350 Points)

Points will be awarded based on the thoroughness and strength of the response as well as the indicated level of successful past performance.

2. Health and Safety (50 Points)

Points will be awarded based on the thoroughness, strength and perceived likelihood of the plan to achieve its intended goal of safe operations and accident reduction.

## **E. EVALUATION PROCESS**

### **1. Initial Review**

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration. (Except see Section II.C.19)

### **2. Clarifications**

The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.

### **3. Other Information Sources**

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

### **4. Resident Preferences**

13-1-21 NMSA 1978 provides for preference for resident businesses and contractors and veteran owned businesses under certain conditions. If applicable, the preference will be provided to those offerors that have provided the proper documentation to qualify for the preference. (See also section IV.A.2 and IV.A.3)

### **5. Scoring and Price Agreement Award Recommendation**

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Note that competing proposals **WILL BE COMPARED** for scoring purposes. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the School District, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

Request for Proposals

**Asphalt Improvements and Repairs**

**Los Lunas School District RFP #2018-006-HR**

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than February 22, 2018.**

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

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

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

**Heather Rindels**  
Los Lunas Schools Purchasing Manager  
119 Luna Ave (if hand-delivered)/PO Box 1300 (if mailed)  
Los Lunas, NM 87031  
Phone: (505) 866-8259  
Fax: (505) 866-8262  
E-mail: [hrindels@lsschools.net](mailto:hrindels@lsschools.net)

## APPENDIX B

### PRICE AGREEMENT

### Los Lunas School District

#### PRICE AGREEMENT #2018-006-HR

THIS PRICE AGREEMENT ("Agreement") is made and entered into by and between the Los Lunas School District, \_\_\_\_\_, hereinafter referred to as the "School District" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Los Lunas School Board.

#### IT IS AGREED BETWEEN THE PARTIES:

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

a. The Contractor shall provide products and services to Procuring Agencies, on an "as needed" basis, in accordance with the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference at prices not to exceed those indicated in the "Price Schedule" submitted with Contractor's proposal, also incorporated herein by reference.

b. This is not an exclusive Price Agreement. Procuring Agencies may obtain products and services from other sources during the Price Agreement term. Los Lunas School District makes no expressed or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of services will be procured.

##### **2. Compensation.**

All payments under this Price Agreement are subject to the following provisions:

a. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Procuring Agency shall determine if the products or services provided comply with the Purchase Order and any specifications contained therein. No payment shall be made for any product or service until the product or service has been accepted in writing by the Procuring Agency. Unless otherwise agreed upon between Procuring Agency and the Contractor, within fifteen (15) calendar days from the date the Procuring Agency receives written notice (Contractor's Invoice) from the Contractor that payment is requested for products or services, the Procuring Agency shall issue a written certification to the Contractor of complete or partial acceptance or rejection of the products or services.

b. Rejection - Unless the Procuring Agency gives notice of rejection within the fifteen (15) calendar day acceptance period, the product or service will be deemed to have been accepted. If the product or service is deemed unacceptable within the fifteen (15) calendar day acceptance period the Procuring Agency shall notify the Contractor of the rejection and the reason for the rejection. Upon rejection and notification of the reason for rejection, the Contractor shall have ten (10) calendar days to cure unless a different cure period is agreed to in writing by both parties. At the end of such cure period, the Procuring Agency will again determine whether the product or service is acceptable and provide written notice within fifteen (15) calendar days of receipt of the corrected product or service. If the product or service is once again deemed unacceptable and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Procuring Agency if such a remediation plan is requested by the Procuring Agency. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the products or services under the terms of this Agreement and available at law or equity. In the event that a product or service must be resubmitted more than twice for Acceptance, the Contractor may be deemed as in breach of the Purchase Order, at the sole discretion of the Procuring Agency. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Agency may terminate the Purchase Order.

c. Compensation - The approved maximum prices to be paid for products and services rendered are contained in the Price Schedule.

d. Receipt of Invoice - All invoices must be received by the Procuring Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date may not be paid at the sole discretion of the Procuring Agency.

e. Payment of Invoice - Upon certification by the Procuring Agency that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Procuring Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Payment will be made to the Contractor's designated mailing address.

f. Payment of Taxes - The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes or local option taxes for services rendered. Such taxes must be itemized separately on the invoice. The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

g. Invoices - Invoices shall be submitted to the Procuring Agency or designee of the Procuring Agency.

h. Release - The Contractor, upon final payment of the amount due under a Purchase Order, releases the Participating Agencies, the Procuring Agency, and their sub-agencies and public employees, from all liabilities, claims and obligations whatsoever arising from or under this Price Agreement.

**3. Term.**

The term of this Agreement shall be for one (1) year from the date of approval by the Purchasing Agent and the Los Lunas School Board. Unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations), this Agreement shall automatically renew, on an annual basis, for up to three (3) additional years. Under no circumstances shall the term of this Agreement, including all extensions and renewals thereto, exceed four (4) years.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the School District's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the School District is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the School District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the School District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the School District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the School District shall direct for the protection, preservation, retention or transfer of all property titled to the School District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the School District upon termination and shall be submitted to the School District as soon as practicable.

**5. Appropriations.**

The terms of this Price Agreement and any Purchase Orders are contingent upon sufficient appropriations and authorization being made by the governing body of the Procuring Agency for performance pursuant to this Price Agreement. Notwithstanding any language to the contrary in this Price Agreement or in any Purchase Order or other document, a Procuring Agency may terminate its obligation under a Purchase Order if sufficient appropriations and authorization are not made by the governing body of the Procuring Agency to pay amounts due. The Procuring Agency's decision as to whether sufficient appropriations are available shall be

accepted by the Contractor and shall be final and binding. However, Procuring Agencies agree not to use insufficient appropriations as a means of terminating a Purchase Order in order to acquire functionally equivalent products or services from a third party.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the School District and are not employees of the Los Lunas School District. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of School District vehicles, or any other benefits afforded to employees of the Los Lunas School District as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Participating Agencies or the Procuring Agency to any obligation not assumed herein by the Participating Agencies or the Procuring Agency, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the School District.

**8. Subcontracting.**

Subcontracting is allowed under this Agreement. However, no such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the School District or a Procuring Agency. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

The Contractor, upon final payment of the amount due under a Purchase Order, releases the Participating Agencies, the Procuring Agency, and their sub-agencies and public employees, from all liabilities, claims and obligations whatsoever arising from or under this Price Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the School District.

**11. Product of Service -- Copyright.**

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



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

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

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

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

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

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the School District within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the School District whose official act, while in School District employment, directly resulted in the School District making this Agreement;

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the School District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the School District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other

remedies available to the School District and notwithstanding anything in the Agreement to the contrary, the School District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

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

B. If the School District proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

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

**15. Penalties for Violation of Law.**

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 illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

**20. Disclaimer and Hold Harmless.**

Neither the Participating Agencies nor any the Procuring Agency shall be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Participating Agencies and all Procuring Agencies harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by any Participating Agency or Procuring Agency in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

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

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any

other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the School District are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Limit of Liability.**

The contractor's liability to the School District, or any Procuring Agency, for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of the claim at issue. The foregoing limitation does not apply to the paragraphs entitled "Indemnification" and "Patent, Copyright, Trademark and Trade Secret Indemnification" of this agreement or to damages resulting from personal injury caused by the contractor's negligence. In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

**28. Survival.**

The agreement paragraphs titled “Patent, Copyright, Trademark, and Trade Secret Indemnification”; “Indemnification”; and “Limit of Liability” shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**29. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**30. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**31. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**32. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the School District until it is executed by the Los Lunas School Board after voting on the contract at a public meeting, if the amount of the contract is \$20,000.00 or less, further, that the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**33. Attorney’s Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**34. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**35. Incorporation and Order of Precedence.**

Request for Proposals No. 2018-006-HR and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**36. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, Los Lunas School District and all Procuring Agencies against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against Los Lunas School District or any Procuring Agency based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse Los Lunas School District or the Procuring Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, Los Lunas School District or Procuring Agency shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a Procuring Agency the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

**37. Contractor's Payment of Property Taxes.**

Contractor acknowledges that Valencia County has established a policy of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Agreement.

**38. Termination For Failure to Comply with County's Tax Reduction Policy.**

Without limiting the rights and remedies available to the County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which the County may terminate this Agreement.

**39. Escalation Clause.**

The Contractor may request a price escalation due to increased cost to the Contractor. Allowable price escalations are subject to the following:

A. Prices in offeror's proposal shall remain firm for at least ninety (90) calendar days after price agreement award.

B. All price increases are subject to negotiation and shall only be accomplished by mutual agreement of the parties.

C. The School District reserves the right to cancel this price agreement and solicit a new price agreement if the escalated price is above the current open market price for the same commodity. Cancellation of the price agreement shall not affect any outstanding orders.

D. All revisions to the price list shall become effective when they are received, in writing, and accepted, by the Purchasing Agent of Los Lunas School District, provided that they do not conflict with item (E.) of this paragraph.

E. All approved price changes resulting from this escalation clause shall be firm for a period of ninety (90) calendar days after acceptance in writing by the School District.

F. The Contractor shall be limited to a maximum of two price escalations per annual contract period.

G. The Contractor shall provide to the School District written notice of any requested price changes at least sixty (60) days prior to those changes taking effect.

H. If the Contractor receives any price de-escalations from the supplier of goods or services sold to a user of this price agreement, the Contractor is responsible for notifying the School District within twenty-four (24) hours of such de-escalations, and passing those price changes on to users immediately.

**40. Notices.**

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

To the School District: Purchasing Agent // PO Box 1300 // Los Lunas, NM 87031

To the Contractor: [insert name and address].

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Los Lunas Schools Purchasing Agent.**

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

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

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

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

By: \_\_\_\_\_  
Los Lunas Schools Purchasing Agent

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



**Attachment 1**

**Scope of Work**

The CONTRACTOR shall deliver products and services to a Procuring Agency which issues a valid Purchase Order at prices not to exceed those shown in the Contractor's Price Schedule. Procuring Agencies reserve the right to negotiate lower pricing upon mutual agreement of the parties.

**APPENDIX C**

**PRICE SCHEDULE**

**Los Lunas School District RFP #2018-006-HR**

**ASPHALT IMPROVEMENTS AND REPAIRS**

State gross receipts and local option taxes (if any) shall not be included in the proposed costs. Such taxes shall be separately reimbursed by the Procuring Agency.

Prices for items where a quantity (“Qty”) is indicated are required and must be provided for comparison purposes between proposals. (These items are also indicated in **bold type** for clarity.) Failure to provide one or more of those prices will result in the disqualification of the proposal. Prices for all other items are requested but are not mandatory if the offeror can not provide that product or service. NOTE that for those optional items, if a price is not provided, the Contractor MAY NOT provide that product or service under this Price Agreement. **Please submit in a sealed envelope**

OFFEROR NAME: \_\_\_\_\_

TOTAL EVALUATION PRICE \$ \_\_\_\_\_  
(From last row of table below.)

Item #	Item Description	UOM*	Price	Qty**	Extended Price
1	"NEXT DAY SERVICE" Emergency Mobilization etc.	EA			
2	<b>Non emergency mobilization and demobilization</b>	EA		55	
3	<b>Construction Staking</b>	HR		50	
4	<b>Site Density Testing or Material Sample Collection</b>	HR		15	
5	Clearing Trees Removal and Disposal Less than or equal to 2" diameter	EA			
6	Clearing trees, removal and disposal greater than 2" diameter	INCH IN DIAME TER			
7	<b>Remove and replace unsuitable soil with gravel base course class II</b>	TON		70	
8	Import and compaction of fill material	CY			
9	<b>Export excess material</b>	CY		30	
10	<b>Repair broken pavement for overlay proj. including removal of damaged etc.</b>	SY		20	

Item #	Item Description	UOM*	Price	Qty**	Extended Price
11	<b>Remove and replace broken pavement areas having firm sub-base etc.</b>	SY		20	
12	Curb line milling-tapered (depths & widths for curb tie) <u>including end of pavement transition.</u>	SY			
13	Pavement surface grinding, all hard surfaces (10 to 100 sy) x max etc.	SY-IN			
14	Pavement surface grinding, all hard surfaces (100 & over sy.) x max etc.	SY-IN			
15	<b>Pulverize existing asphalt up to 6" thick</b>	SY		150	
16	<b>Grading of areas to be paved, less than 2' excavation, no import or export etc.</b>	SY		200	
17	<b>Grading (same as item #19)(for SY quantities of 200 to 3,000 SY per site.)</b>	SY		1,000	
18	<b>Grading (same as item # 19)(for SY quantities more than 3,000 SY per site.)</b>	SY		10,000	
19	<b>Subgrade Prep for Residential roadways, 6" at 95% per ASTM (less than 200 SY per site)</b>	SY		100	
20	<b>Subgrade Prep 6" at 95%(same as # 22)(for quantities of 200 to 3,000 SY per site.)</b>	SY		1,000	
21	<b>Subgrade Prep 6" at 95% (same as # 22)(for quantities of more than 3,000 SY per site)</b>	SY		10,000	
22	Same as item 22 w/enzyme treatment process w/Bomag MPH-100 quipped w/ soil mixing etc.	SY			
23	Subgrade Preparation for Arterial, Collector, Residential roadways, 12" at 95% per ASTM D-1557 etc,	SY			
24	Lime treated subgrade, 8" w/5% lime at 95% per ASTM D-1557 COMPLETE IN PLACE PER SY etc.	SY			
25	Cement subgrade 8" w/5% cement at 95% per ASTM D-1557 COMPLETE IN PLACE ETC.	SY			
26	Geo-grid, tensar or approved equal	SY			
27	Paving fabric non woven	SY			
28	<b>Gravel base course, crushed 3" at 95% per ASTM D-1557</b>	SY		2,700	
29	<b>Gravel Base course crushed 3" at 95%</b>	TON		250	
30	<b>Gravel base course, crushed 4" at 95% per ASTM D-1557 place &amp; compact complete in place</b>	TON		1,500	
31	<b>Same as item # 33 except by the SY</b>	SY		2,500	
32	<b>Gravel base course crushed 6" at 95% per ASTM D-1557, place &amp; compact complete in place per TON</b>	TON		1,500	
33	<b>Same as item 35 except by the SY</b>	SY		1,500	
34	<b>1" Grade C w/PG 70-22 MACHINE LAYDOWN</b>	SY		500	
35	<b>1.5" Grade C w/PG 70-22 MACHINE LAYDOWN</b>	SY		1,500	
36	<b>1.5 B Res. w/ PG 70-22 MACHINE LAYDOWN</b>	SY		500	
37	<b>2" B Res. w/PG 70-22 W MACHINE LAYDOWN</b>	SY		1,600	
38	<b>3" B Res. w/PG 70-22</b>	SY		650	
39	<b>Same as item 37 w/o machine</b>	SY		50	
40	<b>Same as item 38 w/o machine</b>	SY		50	
41	<b>Same as item 39 w/o machine</b>	SY		50	
42	<b>Same as item 40 w/o machine</b>	SY		50	

Item #	Item Description	UOM*	Price	Qty**	Extended Price
43	Same as item 41 w/o machine	SY		50	
44	Tack Coat	TON		81	
45	Prime Coat	TON		1	
46a	Fog Seal HFE-100P/ 1:1	TON		30	
46b	SS-1h Emulsion/ 1:1	TON			
47	Rubberized crack seal	LB		5,000	
48	Wide crack repair w/fines up to 6"	LF		500	
49	Sidewalk 4" thick, Portland cement, concrete incl. subgrade compaction complete in place per SY (less than 30 SY per site)	SY			
50	Side walk 4" thick Portland Cement SY Concrete (same as # 62)(for quantities of 30 to 200 SY per site	SY			
51	6" PCC pavement # 4 at 12" EW	SF			
52	Drivepad 6" thick Portland cement concrete including subgrade compaction complete in place per SY (quantities less then 30 SY)	SY			
53	Drivepad 6" thick Portland cement concrete including subgrade compaction complete in place per SY (quantities of 30 to 200 SY	SY			
54	Remove and Dispose Existing Asphalt	SY		200	
55	Existing Sidewalk and/or Drivepad/Valley Gutter, saw cut, remove & dispose complete per SY	SY			
56	PCC Curb and gutter, all types in place in accordance w/ Valencia County Street Standards	LF			
57	8" extruded asphalt curb complete in place	LF			
58	6" extruded asphalt curb complete in place	LF			
59	Saw cut remove and dispose concrete curb	LF			
60	Adjust. Existing Water Valve Box and Stem to Grade in accordance w/City of Alb requirements per ea.	EA			
61	Adjust Existing Water Meter Box to Grade in accordance w/City of Alb complete in place	EA			
62	Replace Existing Type "A" Water Valve Box & Stem to grade in accordance w/City of Alb complete in place ea.	EA			
63	Replace Existing type "b" Water Valve Box & Stem to grade in accordance w/ City of Alb complete in place ea.	EA			
64	Replace existing Double Water Meter Box for 3/4" & 1" Meter to grade in accordance w/ city of Alb complete in place ea.	EA			
65	Replace Existing Single water meter box for 1 1/2" & 2" meter to grade in accordance w/ city of Alb complete in place ea.	EA			
66	Replace Existing Heavyweight water meter box cover & lid to grade in accordance w/City of Alb complete in place ea.	EA			
67	Adjust Existing Sewer Manhole Frame and Cover to Grade 2" or less complete in place per EA.	EA			

Item #	Item Description	UOM*	Price	Qty**	Extended Price
68	New frame and cover for storm drain manholes in conjunction w/adjustment	EA			
69	Drain Basin, installation of prefabricated 24" dia. drain basin, less than or equal to 5' in depth incl. H-20 grate per ea.	EA			
70	Same as item 72 except small diameter <=12" ,5' depth	EA			
71	Same as item 72 except concrete per COA details 2206 (single D) 2216, 2220	EA			
72	Drain Basin installation of prefabricated 24" dia.. Drain basin greater than 5' & less than or equal to 8' in depth incl. H-20 grate per ea.	EA			
73	Same as item 75 except concrete per COA details 2206 (single D) 2216,2220	EA			
74	Drain Basin installation of prefabricated 24" dia. Drain basin greater than 8" and less than or equal to 12" in depth, incl.H-20 grate per ea.	EA			
75	Same as item 77 except concrete per COA details 2206 (single D) 2216,2220	EA			
76	Install 8" PVC non perforated drain line, SDR 35 including trench, backfill and compacting 0-4' depth	LF			
77	Install 8" PVC non perforated drain line, SDR 35 including trench, backfill and compacting, 4' - 8' depth	LF			
78	Install 8" PVC non perforated drain line SDR 35 including trench, backfill and compacting, 8' - 12 depth	LF			
79	8" to 18" drainline transition, fabricated, or cast-in-place	EA			
80	Install ABS Infiltrator Cultech Model 330HD Recharger or approve equivalent w/ dimensioned etc. backfill, compact 0-7' invert depth.	LF			
81	Install 18" diameter CMP 16 gauge galvanized pipe perforated all sides 2" holes @ 8" spacing w/ 4" minimum dimension open stone 18" on each side, 2' below, and 6' above pipe, W non-woven filter fabric covering open rock, back fill, compact 4-8' pipe invert depth With 90- degree elbow and 18" vertical clean out on end	LF			
82	Install 18" diameter CMP 16 gauge galvanized pipe perforated all sides 2" holes @ 8' spacing w/ 4" minimum dimension etc. open stone 18" on each side, 2' below, and 6' above pipe, W non-woven filter fabric covering open rock, back fill, compact 8-12' pipe invert depth With 90- degree elbow and 18" vertical clean out on end	LF			
83	Speed Humps are to be <u>priced</u> per <u>foot of width</u> . Complete in place w/ VC speed hump design Standards. Unit bid price include all materials & labor etc.	<u>LF</u>			
<b>84</b>	<b>Painting of 12" wide cold applied thermoplastic markings.</b>	<b>SF</b>		<b>100</b>	

Item #	Item Description	UOM*	Price	Qty**	Extended Price
85	Striping of speed humps utilizing thermoplastic installed in sharks tooth design ( per current MUTCD)	EA		110	
86	4" STRIPING ONE APPLICATION <=20000'	LF		110,000	
87	4" STRIPING ONE APPLICATION > 20000'	LF		30,000	
88	Chip seal markers	EA			
89	Striping removal	LF		1,000	
90	Install steel delineator post w/ 12 x 6 reflectorized aluminum plate w/ high intensity sheeting	EA			
91	Install sigh w/ SEG sheeting & SEG sheeting and boarder w/ standard lettering including post, anchor, & installation	SF			
92	Install SPEED HUMP AHEAD sigh in ea. Direction on ea. Segment of road where humps are installed etc.	EA			
93	Install 18" x 18" speed advisory plate ( 20 MPH) w/ yellow SEG sheeting w/ black legend & boarder	EA			
94	Alternate speed hump. <u>Complete in place per VC speed hump design Standards. Price per foot of width. Complete in place w/ VC speed hump design Standards. Unit bid price include all materials &amp; labor etc.</u>	LF			
95	Traffic control per hr. Must comply w/ current edition of the Manual on Uniform Traffic Control Devices.	HOURL			
96	<b>Traffic control per day (24 hr period). Must comply w/ the most current edition of the Manual on Uniform Traffic Control Devices</b>	DAY		50	
97	Traffic Control per week ( 7days). Must comply w/the current edition of the Manual on Uniform Traffic Control Devices	WK			
98	Arrow Display ( sequential arrow display per hour) Type A	HOURL			
99	Arrow Display (sequential arrow display per hour) Type B	HOURL			
100	Arrow Display ( sequential arrow display per hour) Type C	HOURL			
101	Arrow display (sequential arrow display per day - 24 hour period) Type A.	DAY			
102	Arrow display (sequential arrow display per day -24 hour period) Type B	DAY			
103	Arrow display (sequential arrow display per day - 24 hour period) Type C.	DAY			
104	Arrow display (sequential arrow display per week - 7 days) Type A.	WK			
105	Arrow display (sequential arrow display per week - 7 days) Type B.	WK			
106	Arrow display (sequential arrow display per week - 7 days) Type C.	WK			
107	Raised pavement markers circular w/ white or yellow non-reflective in accordance w/NM State HWY standard specs. for HWY & Bridge Const.	EA			

Item #	Item Description	UOM*	Price	Qty**	Extended Price
108	Raised white or yellow reflective pavement markers in accordance w/ NM State HWY standard specs. for HWY & Bridge const.	EA			
109	GUARDRAIL REQUIREMENTS EMERGENCY ACTION				
110	Furnish & install guardrail on an emergency basis. Mobilization shall commence within 2Hrs of request etc.	LS			
111	Provide & install Thrie Beam to Concrete Connection	EA			
112	Remove Thrie Beam and Concrete Connection	EA			
113	Provide and install 10 Lf Straight Thrie Beam Guardrail	LF			
114	Remove 10 LF straight Thrie Beam Guardrail	LF			
115	Provide and install 10 LF Curved Thrie Beam Guardrail	LF			
116	Remove 10 LF Curved Thrie Beam Guardrail	LF			
117	Provide and install Thrie Beam to W Beam Transition	EA			
118	Remove Thrie Beam to kW. Beam Transition	EA			
119	Provide and install 10 LF Straight W Beam Guardrail	LF			
120	Remove 10 LF Straight W Beam Guardrail	LF			
121	Provide and install 10 LF Curved W Beam Guardrail	LF			
122	Remove 10 LF Curved W. Beam Guardrail	LF			
123	Provide and install Type "C" Anchor.	EA			
124	Remove Type "C" Anchor	EA			
125	ALTERNATE: Provide and install in place of "C" Anchor an "A" Anchor.	EA			
126	Remove in place "C" Anchor an "A" Anchor. ALTERNATE: Provide and install in place of "A" & "C" Anchor a flared terminal end section.	EA			
127	Remove in place of "A" & "C" Anchor a Flared Terminal End Section	EA			
128	Furnish & install guardrail on a non-emergency basis. Mobilization shall commence within 72 hrs of request etc.	LS			
129	Provide and install Thrie Beam to Concrete Connection	EA			
130	Remove Thrie Beam and Concrete Connection	EA			
131	Provide and install 10 LF Straight Thrie Beam Guardrail	LF			
132	Remove 10 LF Straight Thrie Beam Guardrail	LF			
133	Provide and install 10 LF Curved Thrie Beam Guardrail	LF			
134	Remove 10 LF Curved Thrie Beam Guardrail	LF			
135	Provide and install Thrie Beam to W Beam Transition.	EA			
136	Remove Thrie Beam to W. Beam Transition.	EA			
137	Provide and install 10 LF Straight W Beam Guardrail	LF			
138	Remove 10 LF Straight W Beam Guardrail	LF			
139	Provide and install 10 LF Curved W. Beam Guardrail	LF			
140	Remove 10 LF Curved W. Beam Guardrail	LF			
141	Provide and install Type "C" Anchor.	EA			
142	Remove Type "C" Anchor	EA			
143	ALTERNATE: provide & install in place of "C" Anchor an "A" Anchor	EA			

Item #	Item Description	UOM*	Price	Qty**	Extended Price
144	Remove an "A" Anchor	EA			
145	ALTERNATE: Provide and install in place of "A: or "C" Anchor a flared Terminal End Section	EA			
146	Remove A Flared Terminal End Section	EA			
147	ET2000 End Section 37" 6" long with 2 steel-tube assembly	EA			
148	BEST 350 End Section 37" 6" long with 2 steel-tube assembly	EA			
149	18" CMP 0"-8" DEPTH W/PIPE & BANDS	LF			
150	SAME AS ITEM 152 EXCEPT 24"	LF			
151	SAME AS ITEM 152 EXCEPT 30"	LF			
152	SAME AS ITEM 152 EXCEPT 36"	LF			
153	SAME AS ITEM 152 EXCEPT 42"	LF			
154	SAME AS ITEM 152 EXCEPT 48"	LF			
155	CULVER INSTALLATION ONLY 18"-36"	LF			
155	CULVERT INSTALLATION ONLY 42"-48"	LF			
157	18" CMP END SECTION	EA			
158	24" CMP END SECTION	EA			
159	30" CMP END SECTION	EA			
160	36" CMP END SECTION	EA			
161	42" CMP END SECTION	EA			
162	48" CMP END SECTION	EA			
163	RIP RAP PLAIN 12 TO 5VL PER COA SPECIFICATIONS	CY			
164	RIP RAP WIRE ENCLOSED 8 TO 4 VL PER COA SPECIFICATION	CY			
165	GROUTED RIP RAP 12 TO 5 VL PER COA SPECIFICATIONS	CY			
166	Preparation & submittal of NPDES Permit, SWPPP and construction of BMP'S compete	LS			
167	Preparation and submittal of NPDES Waiver letter for projects over 1 acre when required by the County	LS			
168	4" PVC C-900 WATERLINE	LF			
169	6" PVC C-900 WATERLINE	LF			
170	8" PVC C-900 WATERLINE	LF			
171	EXTRA DEPTH>6' WL	VF/LF			
172	REM & DISP WATERLINE	LF			
173	PRESS CONN TO WL	EA			
174	NON-PRESS CONN TO WL	EA			
175	MJ FITTINGS 4"-14"	LB			
176	6" TAPPING SLEEVE	EA			
177	8" TAPPING SLEEVE	EA			
178	4" GATE VALVE	EA			
179	6" GATE VALVE	EA			
180	8" GATE VALVE	EA			
181	VALVE BOX A OR B	EA			
182	FIRE HYD 4.0' BURY	EA			
183	FIRE HYD 4.5' BURY	EA			
184	FIRE HYD EXT 6" OR 12"	EA			
185	REM & RELAY EX FH	EA			
186	REM & DISP EX FH	EA			
187	PCC BLKG/ENCSMT	CY			



Item #	Item Description	UOM*	Price	Qty**	Extended Price
188	RPCC BLKG/ENCSMNT	CY			
189	RESTRAINT GLAND 4-8"	EA			
190	JT HARNESS 4"-8"	EA			
191	3/4" SVC REPL/TRANS	EA			
192	3/4" SVC TRANS @ MAIN	EA			
193	3/4" MTR BOX RELOC	EA			
194	3/4" NEW SGL WTR SVC	EA			
195	3/4" NEW DBL WTR SVC	EA			
196	TRCHG 4" - 15" < 8'	LF			
197	TRCHG 4"- 15" 8' - 12'	LF			
198	TRCHG 4"- 15" 12' - 16'	LF			
199	SELECT BKFILL MAT'L	CY			
200	REM/DISP UNSUIT MAT'L	CY			
201	8" PVC SDR-35 SEWER	LF			
202	10" PVC SDR-35 SEWER	LF			
203	12" PVC SDR-35 SEWER	LF			
204	8"-10" WET SAS CONN	EA			
205	VERT DROP AT MANHOLE	VF			
206	REM & DISP 4"-12" SAS	LF			
207	4" PVC SAS SVC STUB	LF			
208	8" X 4" TAP O EX SAS	EA			
209	18" RCP CL III	LF			
210	24" RCP CL III	LF			
211	30" RCP CL III	LF			
212	36" RCP CL III	LF			
213	42" RCP CL III	LF			
214	48" RCP CL III	LF			
215	ADDED COST CL IV RCP	IN/DIA			
216	REM/ DSP SD 12" - 18"	LF			
217	REM/DSP SD 24" - 48"	LF			
218	CTH BSN A SGL	EA			
219	CTH BSN C SGL	EA			
220	CTH BSN C DBL	EA			
221	CTH BSN D SGL	EA			
222	CTH SBN D DBL	EA			
223	REM/DISP EX CTH BSN	EA			
224	TRCHG 18"-36" 0'-8'	LF			
225	TRCHG 18" - 36" 8' - 12'	LF			
226	TRCHG 42" - 48" 0' - 8'	LF			
227	TRCHG 42" - 48" 8' - 12'	LF			
228	4' DIA MH 0' -6'	EA			
229	4' DIA MH 6' - 10'	EA			
230	4' DIA MH 10'-14'	EA			
231	6-DIA MH 6' - 10'	EA			
232	6' DIS MH 6' - 10'	EA			
233	6' DIA MH 10'- 14'	EA			
234	REM/DISP EX MANHOLE	EA			
235	ABANDON MH INPLACE	EA			
236	SETUP 6" BYPASS PUMP	JOB			
237	OPERATE 6" BYPASS	HR			
238	TRENCH DEWATERING	VF/LF			

Item #	Item Description	UOM*	Price	Qty**	Extended Price
239	Asphalt Treated Base, having 1600 lb stability, or approved alternate, or State 1A Marshall mix. Alternates shall include all specialized testing or equipment necessary to verify product performance, in the unit price.	TON			
<b>Sum of Extended Prices (“Total Evaluation Price”)</b>					

\*UOM – Unit of Measure

\*\*Quantities indicated reflect POSSIBLE usage and are provided for comparison purposes only. They DO NOT reflect anticipated, planned or guaranteed usage.

### UNPRICED LINE ITEMS

The following items may be required, on a project per project basis, but can not be fairly priced in advance. By checking “Agree”, Contractor agrees the line item will be provided upon request and that the price shall be negotiated between Contractor and User on a “per project” basis. By checking “Disagree”, Contractor is indicating they will not provide the line item.

While actual pricing is subject to negotiation, in no case shall the amount paid by the user exceed the actual invoice price paid by the Contractor. No mark-up shall be allowed. Contractor shall provide proof of the actual invoice cost upon request of the using agency.

#### FOR EACH LINE ITEM, CONTRACTOR SHOULD CHECK EITHER “AGREE” OR “DISAGREE”.

<u>Item #</u>	<u>Item Description</u>	<u>AGREE</u>	<u>DISAGREE</u>
243	<u>Payment Bond</u>		
244	<u>Performance Bond</u>		
245	<u>Liquidated Damages</u>		
246	<u>Lab Evaluation of Material Samples</u>		

**Offeror hereby acknowledges receipt of Addenda**

Number \_\_\_\_\_, Dated \_\_\_\_\_  
 Number \_\_\_\_\_, Dated \_\_\_\_\_  
 Number \_\_\_\_\_, Dated \_\_\_\_\_

*(Add additional if needed)*

The representations herein are made under penalty of perjury. We hereby offer to sell the Procuring Agency the above product(s) or services at prices not to exceed those shown and under the terms and conditions herein, attached, or incorporated by referenced.

---

Offeror Name

---

Signature of Authorize Representative

---

Address

---

Name of Authorized Representative

---

City, State, Zip Code

---

Title of Authorized Representative

---

Telephone Number

---

Date

APPENDIX D

LETTER OF TRANSMITTAL FORM

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

Three horizontal lines for providing the identity and mailing address of the submitting organization.

2. For the person authorized by the organization to contractually obligate the organization:

Table with 2 columns and 2 rows: Name, Title.

3. For the person authorized to negotiate the contract on behalf of the organization:

Table with 2 columns and 4 rows: Name, Title, E-Mail Address, Telephone Number.

4. For the person to be contacted for clarifications:

Table with 2 columns and 4 rows: Name, Title, E-Mail Address, Telephone Number.

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

\_\_\_\_\_, 2018

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

## APPENDIX E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

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

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“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.

**“Prospective contractor”** means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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)