



**RIO RANCHO PUBLIC SCHOOLS  
PURCHASING DEPARTMENT  
500 LASER RD NE  
RIO RANCHO, NEW MEXICO 87124**

**Invitation to Bid Number: 2024-017-FAC**

**TITLE: Roofing inspection and Repair**

**Submittal Due Date: March 12, 2024**

**Time: 2:00 PM (MT)**

**Location: Rio Rancho Public Schools  
Attn: Michael Madrid CPO, CPPB  
Director of Purchasing/Chief Procurement Officer  
500 Laser Road NE  
Rio Rancho, NM 87124**

**Submittal: Electronic Submittal**

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

**Non-Mandatory Pre-Bid Meeting (Virtual) on February 27, 2024 @ 10:00 a.m.**

**Location:** Rio Rancho Public Schools District Office, 500 Laser Rd. NW, Rio Rancho, NM. Access to the meeting is also available virtually using the following meeting link.

Meeting ID

[meet.google.com/jcp-hube-fvh](https://meet.google.com/jcp-hube-fvh)

Edit

Phone Numbers

(US)+1 209-850-2360

PIN: 681 034 818#

NOTE: To access google meet, hover over the meeting ID link, hold down control button on the keyboard and then click on the link.

**TERM:** The term of any contract shall be from the date of execution and shall run for a twelve-month period. Contracts shall be eligible for an annual renewal not to exceed a total of three years.

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ITB #2024-017-FAC – Roofing inspection and repair

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## ATTENTION:

Due to the recent development of the COVID-19 virus in New Mexico and guidance from the Governor, Bids and Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.



Solicitation List Link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

Vendor Registry Link:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/rio-rancho-public-schools-purchasing-nm-vendor-registration>

Vendor Registry's Log in (This link is for the vendor's to log in through to go to their Bid Center where they can find all of their bids with their registered buyers. They can also access your bids through your solicitation link): [vrapp.vendorregistry.com](https://vrapp.vendorregistry.com)

## CONTACT INFORMATION

Any inquiries or requests regarding this procurement should be submitted to the Director of Purchasing. Please be advised that other RRPS employees do not have the authority to respond on behalf of RRPS.

RRPS”) is seeking to establish a price agreement for a roofing inspection and repairing inspection and repair. *(Dependent upon available funding).*

All interested parties are strongly encouraged to submit a bid for the products within this Invitation to Bid (ITB). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this ITB may result in your bid submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

## I. OVERVIEW OF ITB AND PROJECT

### A. PURPOSE OF THIS REQUEST FOR BIDDERS

Rio Rancho Public Schools (RRPS) is requesting competitive sealed bids with the intent of entering into a contract with a roofing inspection and repair contractor(s) for the purpose of providing various roofing inspection and repair services on-demand. All potential Bidders are to read, understand and accept the requirements of this Invitation to Bid (ITB), especially the **mandatory requirements**.

The Bidder is required to provide, as part of their bid, the qualifications and other documents requested in this ITB.

The award(s) of a contract shall take into consideration certain contractor qualification and performance factors that add value to a procurement contract. Factors such as contractor past performance, technical expertise and experience, management capabilities and resources, will form the basis for the criteria to be considered, in addition to price to perform the scope of work. Award(s) shall be made in accordance with the terms conditions, and requirements stated herein. **RRPS reserves the right to issue a multiple award based on the best interest of the District.**

### B. BACKGROUND – RIO RANCHO PUBLIC SCHOOLS

Rio Rancho Public Schools was founded in 1994 and is the third largest school district in New Mexico with 2,340 staff members. Enrollment, as of December of 2017, includes 17,227 students across 19 schools (1 preschool, 10 elementary schools, 4 middle schools and 4 high schools and 1 district office). District enrollment growth is currently flat; the district anticipates opening one additional elementary school in the next five years.

### C. PROJECT DESCRIPTION

Various construction services on demand for projects shall not to exceed \$1,000,000.00 per individual project, with an aggregate not to exceed \$10,000,000.00 over a three year term.

### D. PROJECT FUNDING

Rio Rancho Public Schools has funds to administer various projects and will be referred to throughout the contract documents as the "Owner".

### E. NON-MANDATORY PRE-BIDDER MEETING

**Attendance at the pre-bidder meeting is NOT mandatory. The pre-bidder meeting will be conducted at Rio Rancho Public Schools District Offices, 500 Laser Road NE, Rio Rancho, New Mexico 87124, on the date and time referenced in the sequence of events. Please note, it shall be the responsibility of the bidder to ensure that they afford sufficient time to be processed through RRPS Security Check.**

### F. BIDDER SECURITY

Bidder shall provide bidder security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** (\$1,000,000.00 x.05% = \$50,000.00), or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each price bidder.

The Bidder will provide, with the bidder, a notarized declaration from a bonding company licensed to do business in the State of New Mexico confirming the Bidder's ability to obtain Performance; Labor, and Materials Payment Bond for projects which exceed \$25,000.00. Costs for securing permits, bonds and checking fees will be reimbursed as a pass through expense with no mark-up allowed.

No Bidder may withdraw his bidder for **45 days** after the actual date of the opening thereof.

**G. SUBCONTRACTOR LISTING FORMS**

This ITB includes subcontractor listing requirements for those projects which exceed \$60,000.00.

**H. NEW MEXICO PREVAILING WAGE RATES**

Wages to be paid as a result of a contract awarded could be subject to the minimum wage rate determination by the State of New Mexico, which is applicable to those projects in excess of \$60,000.00. A wage decision will be solicited for those project(s) which meet the monetary threshold. It is the Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the Contractor will not relieve the Contractor from becoming aware of or complying with such determinations.

**I. PERMITS, PLAN CHECKING FEES, OTHER CHARGES**

Bidders shall be responsible for securing all applicable bonds, permits, including any Plan Checking Fees as charged by the Construction Industries (or any other applicable entity or agency with jurisdiction over the projects) for checking Contract Documents prior to obtaining a permit. Costs for securing permits, bonds and checking fees will be reimbursed as a pass through expense with no mark-up allowed..

**J. RRPS BEHAVIORAL POLICIES APPLY TO CONTRACTOR'S PERSONNEL**

All current behavioral policies of the RRPS Board of Education such as, but not limited to, "no smoking" and "no alcoholic beverages" on RRPS property, shall be deemed to be in force for the Contractor's work forces when they are on RRPS property, including the project work site.

**K. METHOD OF AWARD(S):**

The Owner intends to award this procurement to the lowest price Bidder(s) in accordance with the Request for Bidders requirements. Further, based on the district's needs, RRPS reserves the right to issue a multiple award(s). The Owner reserves the right to reject any and all bidders, to waive technical irregularities, and to award(s) the contract to the Bidder whose bidder it deems to be in the best interest of the Owner.

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

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section lists the major events of the Selection Process and specifies general requirements.

### A. SEQUENCE OF SELECTION PROCESS EVENTS

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Publish ITB	Procurement	2/18/2024
2.	Issue ITB <a href="https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27">https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27</a>	Procurement	2/19/2024
3.	Pre-Bid Conference (Non-Mandatory)  <b>Location:</b> Rio Rancho Public Schools District Office Training Center, 500 Laser Rd. NW, Rio Rancho, NM. Access to the meeting is also available virtually using the following meeting link.  Meeting ID <a href="meet.google.com/jcp-hube-fvh">meet.google.com/jcp-hube-fvh</a> Edit Phone Numbers (US)+1 209-850-2360 PIN: 681 034 818#  NOTE: To access google meet, hover over the meeting ID link, hold down control button on the keyboard and then click on the link.	District	2/27/2024 @ 10:00 A.M.
4.	Deadline to submit written questions Upload to: <a href="https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27">https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27</a>	Potential Bidder	2/29/2024 @ 2:00 p.m.
5.	Issue Addenda <a href="https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27">https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27</a>	District	3/1/2024
6.	<b>Submission of bids</b> <a href="https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27">https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27</a>	<b>Bidders</b>	3/12/2024 2:00 p.m.
7.	<b>A public reading of bid submittals will occur at:</b>  <b>Location:</b> Rio Rancho Public Schools District Office, 500 Laser Rd. NW, Rio Rancho, NM.		3/12/2024 @ 2:10 p.m.
8.	Recommendation of Award to Governing Board	Procurement Manager	3/18/2024
9.	Contract Negotiations	District	TBD
10.	Issue Notice of Award, prepare contract	District	TBD

**NOTICE: RRPS reserves the sole right, without incurring any liability, to change any aspect of the proposed procurement described above, including the right not to proceed with the procurement and/or the right to proceed in a different manner or on a different timeline than as described above.**

## **B. EXPLANATION OF SELECTION PROCESS EVENTS**

### **1. Issue ITB**

This ITB is issued by the Rio Rancho Public Schools in accordance with the provisions of Sections 13-1-111 and 13-1-117 NMSA 1978, and General Government Administration Procurement Code Regulations for Use of Competitive Sealed Bidders for Construction and Facility Maintenance, Services and Repairs.

The Request for Bidders (ITB) documents consist of all the documents listed in the Table of Contents and all documents incorporated in this ITB.

### **2. Non-Mandatory Pre-Bidder Conference**

This meeting provides potential Bidders an opportunity to request clarification about the procurement process and discuss the intent of the bidder. A representative from each interested contractor should attend.

### **3. Submission of Written Questions**

This deadline for the submission of written is identified in the sequence of events schedule.

**All questions, shall be uploaded to Vendor Registry:**

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

### **4. Last Addendum Prior to Submission of Bidders**

This is the deadline by which RRPS must issue all addenda for this procurement so that Bidders have time to finalize their bidders. Refer to the schedule of events section for identification when the last addendum will be posted to the procurement website.

All addenda shall become part of the Request for Bidders and any information required shall be included in each Bidder's bidder.

### **5. Submission of Bids shall be uploaded to Vendor Registry:**

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

- a) Opening of Bidders: Bidders will be opened publicly at the date, time and location referenced in the sequence of events.

### **6. RRPS Board Approval**

The Procurement Department shall present the selected Bidder's to the RRPS Board of Education for approval at their next regularly scheduled meeting.



## **7. Notice of Award(s)**

RRPS Procurement shall prepare the Notice of Award(s) and send it to the selected Bidder(s).

## **C. STANDARD CONDITIONS GOVERNING THE PROCUREMENT**

This section contains guidelines under which this ITB is issued, and conditions concerning how the project will be completed.

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

### **1. Protests**

In accordance with Section 13-1-172 NMSA 1978, any Bidder who is aggrieved in connection with a solicitation or the award(s) of a contract may protest to the Procurement Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to:

Michael Madrid, CPO, CPPB  
Director of Purchasing/Chief Procurement Officer  
500 Laser Road NE  
Rio Rancho, NM 877124

The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.

### **2. Incurring Cost**

Any cost incurred by the Bidder in preparation, transmittal, or presentation of any bidder or material submitted in response to this ITB shall be borne solely by the Bidder.

### **3. Third-Party or Subcontracting Contractor Contract Responsibilities**

Direction of all work that may result from this procurement must be performed by the Bidder and payments will only be made to the Bidder. Use of consultants identified in the bidder is permitted, but since the award(s) is made on a lowest responsive bidder process, reassignment of Contractor duties and responsibilities to a third party is not acceptable

### **4. Amendments or Modifications to a Bidder by Bidder**

A Bidder may submit an amended bidder prior to the deadline for receipt of bidders. Such an amended bidder must be a complete replacement for a previously submitted bidder and must be clearly identified as such in the transmittal letter. Owner personnel will not collate or assemble bidder materials for the Bidder.

### **5. Bidder's Rights to Withdraw Bidder**

No Bidder may withdraw their bidder for **45 days** after the actual date of the receipt thereof (Bidder Due Date).

## **6. Confidential Data**

Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, Sections NMSA 1978 § 57-3A-7. Any pages of a bidder on which the Bidder has stamped or imprinted "proprietary" or "confidential" must be readily separable from the bidder in order to facilitate public inspection for the non-confidential portion of the qualifications-based bidder.

## **7. Termination of ITB**

This ITB may be canceled at any time and any and all bidders may be rejected in whole or in part when the Owner determines such action to be in the best interest of RRPS. The ITB process may be terminated at any time if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Bidder.

## **8. Sufficient Appropriation**

Any contract(s) awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a project, the successful Bidder will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

## **9. Bidder Qualifications**

RRPS may consider any relevant information or data, from any reliable source (references) relating to the ITB to ensure the Bidder's ability to successfully perform. Such information may be obtained from the Bidder's prior customers, commercial and public databases or other reliable sources. The Bidder shall furnish to Owner all such information and data for this purpose as Owner may request including but not limited to proofing inspection and repair, personnel and experience adequate to complete the project. Owner reserves the right to reject any Bidder if the evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is qualified to carry out the obligations of the Contract and to complete the work described therein.

Bidder who is not a responsible Bidder or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978 will not be considered.

## **10. Right to Waive Technical Irregularities**

RRPS reserves the right to waive technical irregularities per state code 13-1-132, (see "Technical Irregularities" in Definitions and Terminology section below). RRPS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bidders failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of RRPS.

## **11. Potential Civil and Criminal Penalties**

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

## **12. Release of Information**

Only the Owner is authorized to release information covered by this ITB. The Bidders must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award(s) related to this ITB.

## **13. Licensing Requirements**

The Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the bidder, provide copies of all of the Contractor's valid GB98, GS-21 Roofing inspection and repair License and other applicable licenses which are necessary to perform the work in the State of New Mexico. Copies of the subcontractors' licenses need be provided only if requested of the Owner.

## **14. Subcontractors**

The Subcontractors Fair Practices Act, 13-4-31 et. seq. Therefore, any request for substitution on the part of the Owner or the Bidder shall comply with this section.

Since the award(s) is made on a lowest responsive bidder process, replacement of subcontractors after award(s) and prior to contract execution may cause the Bidder to be disqualified.

## **15. Non-Conforming Bidders**

Bidders will be reviewed, for completeness, format and compliance with the requirements of the ITB. Incomplete bidders will be considered non-responsive and subject to rejection.

Bidders that are qualified with conditional clauses, alterations, items not called for in the ITB documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

If any bidder is deemed non-responsive the Bidder will be notified in writing of such determination.

## DEFINITIONS AND TERMINOLOGY

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

**“RRPS Board of Education”** is governed by a five member elected board that sets policy and approves the annual budget. The board also hires the RRPS Superintendent who oversees the operations of the district. The RRPS Board approves all architectural and contractor selections.

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

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

**“Contractor”** means successful Bidder awarded the contract that holds a current State of New Mexico contractor license.

**“Contract”** means an agreement between Rio Rancho Public Schools and a New Mexico licensed contractor for the work covered by this ITB.

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

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

**“Design Professional”** means architect or engineer.

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

**“Engineer”** means a member of the project design team who is a New Mexico licensed engineer and is responsible for the engineering services.

**“Firm”** means the company or other business entity for the purpose of identifying, individually or collectively: a contractor, or a subcontractor, of any tier, whether basic trade subcontractor, subcontractor or other.

**“General Provisions”** - The terms **“can”**, **“may”**, **“should”**, **“preferably”**, or **“prefers”** identifies a desirable or discretionary item of the ITB. Failure to comply with such an item will not result in the rejection of the Bidders bidder.

**“Mandatory Requirements”** - The terms **“must,” “shall,” “will,” “is required,”** or **“are required”** identify a mandatory requirement of this ITB. Failure to comply with such a mandatory factor may result in the rejection of the Bidder’s bidder. Rejection of the bidder will be subject to review by RRPS.

**“Bidder”** is any person, corporation, or partnership who chooses to submit a bidder in response to this ITB, with the intent of providing construction services for this project.

**“Owner”**, as defined in the Agreement Between the Owner and Contractor, shall be Rio Rancho Public Schools.

**“Pre-listed subcontractors”** means the subcontractors, of any tier, that the Bidder is required to list at the time it submits a bidder in response to this request for bidders.

**“Prime Contractor”** means the New Mexico licensed contractor selected.

**“Project Architect, Project Engineer, Contract Engineer or Contract Architect”** means architect/engineer.

**“Project Design Team or Contract Architect or Engineer Design Team”** means all members of the Design Professional’s firm, including its consultants, who are responsible for the design of and who will be participating in the construction and completion of the project.

**“Bidder”** is the Bidder’s response to this ITB.

**“Request for Bidders”** or **“ITB”** means this document, any attachments incorporated by reference, and any amendments issued for use in soliciting bidders for construction of this project.

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

**“ITB documents”** means any one or any combination of the following documents: Request for Bidders, technical bidder; price bidder; financial bidder; contractor’s qualifications statement.

**“Responsive Offer”** or **“Responsive Bidder”** An offer or bidder which conforms in all material respects to the requirements set forth in the ITB as determined by the RRPS Procurement. Material respects of an ITB include, but are not limited to quality, quantity or delivery requirements.

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

**RESIDENT BUSINESS, NATIVE AMERICAN BUSINESS OR VETERAN RESIDENT BUSINESS PREFERENCE CERTIFICATE IN ACCORDANCE NMSA 13-1-21 AND 13-1-22 EFFECTIVE JULY 1, 2022:**

It will be the sole responsibility of any Proposer claiming a Resident Business, Native American Business Preference or Veteran Resident Business Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Proposals. Requests for qualification as a Resident Business, Native American Business or a Veteran Resident Business after receipt of Proposals will not be considered.

1. To receive a Resident Business Preference or a Native American Business preference, a business or contractor shall submit with its Proposal, a copy of a valid resident business certificate or valid Resident/Native American certificate issued by the NM Taxation and Revenue Department.
2. When a public body award(s) a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
3. To receive a Veteran Resident Business Preference, contractor shall submit with its Proposal, a copy of a valid veteran resident business certificate issued by the NM Taxation and Revenue Department.
4. The preference is limited in any calendar year, to an aggregate of \$3,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.
5. The preferences do not apply when the expenditure includes federal funds for a specific purchase.

6. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
7. If there is a joint proposal or joint proposal by a combination of Resident, Native American, Veteran resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint Proposal or proposal.

**“Selection”** A formal written notice by the construction buyer, RRPS Procurement that a firm has been selected to enter into a contract to provide this service.

**“Statement of Qualifications Forms”** means the forms included as a part of this ITB, which all Bidders shall complete, including the qualifications for the Team member.

**“Technical Irregularities”** Are matters of form rather than substance evident from the bidder document, or insignificant mistakes that can be waived or corrected without prejudice to other Bidders; that is, when there is no effect on price, quality or quantity. RRPS Procurement may waive such irregularities, or allow a Bidder to correct them, if either is in the best interest of Rio Rancho Public Schools. Examples include the failure of a Bidder to:

- a) Submit the number of signed bidders required by the ITB;
- b) Sign the bidder, but only if the unsigned bidder is accompanied by other material indicating the Bidder’s intent to be bound; or
- c) Acknowledge receipt of an amendment to the ITB, but only if: a) it is clear from the bidder that the Bidder received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality or quantity.

**"User"** means the school district staff occupying the facility or facilities, for which a project is being designed.

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

**“Veteran Resident Contractor”** - is a contractor that has applied to the NM Taxation and Revenue Department, qualified, and been issued a valid Veteran Resident Preference Certificate pursuant to Section 13-1-22 NMSA 1978.

### III. CONTRACTUAL AGREEMENT AND BONDS

#### 1. PERFORMANCE, LABOR AND MATERIALS PAYMENT BONDS (Projects in excess of \$25,000.00)

- a) A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico may be required from the successful Bidder prior to award(s) of a contract. The Performance and Labor and Materials Payment Bonds shall be AIA Document A312.

NOTE: RRPS reserves the right to reduce the amount of bond requirements based on its best interest. Costs for securing bonds will be reimbursed as a pass through expense with no mark-up allowed..

#### 2. TIME OF DELIVERY AND FORM OF BONDS

- a) The Bidder will, prior to commencement of Work, furnish such bonds.
- b) The bonds will be written on the AIA Document A312, Performance Bond and Labor and Material Payment Bond.
- c) The AIA A312 1984 Labor and Materials Payment Bond shall in effect, limit the time line Surety has to respond. The bond shall be modified as follows:

Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However in such event the claimant may bring suit against the surety as provided under this bond.

#### 3. SUBCONTRACTOR BONDING

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

## IV. BIDDER RESPONSE FORMAT AND ORGANIZATION

### A. NUMBER OF BIDDERS

Each Bidder's bidder shall be submit only one (1) complete original bid.

### B. SUBMISSION OF BIDDERS INFORMATION

By the date and time of Submission of Price Bidders, Bidder shall submit one (1) original copy and one digital copy of each of the following documents:

**Original Price Bidder, sealed in separate envelope, to include:**

- \_\_\_ Item 1 **Bidder Information Form** (including the information listed immediately below)
  - \_\_\_ NM State License Number & Classifications
  - \_\_\_ Resident Contractor (or Veteran Resident Contractor) Preference Certificate Number (If applicable)
  - \_\_\_ NM DOL (Workforce Solutions) Certificate Number
  - \_\_\_ Contractor's New Mexico Gross Receipts Tax Number
  - \_\_\_ Contractor's Federal Employee Identification Number
  - \_\_\_ Acknowledgment of Receipt of Addenda (If applicable)
  - \_\_\_ Price
  - \_\_\_ Signature and Corporate Seal (if applicable)
- \_\_\_ Item 2 **Bidder Security** (Bond or Cash), **Agent's Affidavit**
- \_\_\_ Item 3 **Notarized Declaration Letter from Surety**
- \_\_\_ Item 4 **Certificate of Insurance**
- \_\_\_ Item 5 **Resident Contractor (or Veteran Resident Contractor) Preference Certificate**
- \_\_\_ Item 6 **Campaign Contribution Disclosure Form**
- \_\_\_ Item 7 **Conflict of Interest and Debarment/Suspension Certification Form**
- \_\_\_ Item 8 **Contractor's State of NM W-9 Form**
- \_\_\_ Item 9 **Bidder's Contractor's License(s)**
- \_\_\_ Item 10 **Bidder's Information Form**

### C. PRICE DETAILED REQUIREMENTS

**ITEM 1 - PRICE BIDDER FORM:**

1. Price Bidders shall be presented in the form provided herein.
2. The bidder, bearing original signatures, must be typed or hand-written in ink on the Price Bidder Form.
3. Bidder price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.
4. In submitting this bidder, each Bidder must satisfy all terms and conditions of the Bidder Documents. All work covered by this Request for Bidders shall be in accordance with applicable state laws and, if price bidder amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. If the price bidder amount of the contractor or any subcontractor exceeds \$60,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.



5. Before submitting a bidder, each Bidder shall carefully examine the ITB; and shall include in the bidder the cost of all items required by the ITB. If the contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the specified RRPS Representative and the necessary changes shall be accomplished by addendum.

**ITEM 2 - BIDDER SECURITY (BOND OR CASH):**

Bidder shall provide bidder security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of (5% of \$1,000,000.00 = \$50,000.00), or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, which bond or check must accompany Bidder's price bidder.

No Bidder may withdraw his bidder for **45 days** after the actual date of the opening thereof.

**ITEM 3 – NOTARIZED DECLARATION LETTER FROM SURETY:**

The Bidder will provide, with the price bidder, a notarized declaration letter from a bonding company licensed to do business in the State of New Mexico confirming the Bidder's ability to obtain a Performance Bond, and a Labor and Materials Payment Bond in an amount not less than 100% of the price bidder.

**ITEM 4 - CERTIFICATE OF INSURANCE:**

Bidder shall provide a Certificate of Insurance that meets the requirements listed in Project Manual Section 00 6000 Bond and Insurance.

General Liability Insurance – per occurrence General Aggregate - \$1,000,000 Product/completed operations aggregate \$1,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

**ITEM 5 - RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:**

It will be the sole responsibility of any Proposer claiming a Resident Contractor Preference or Veteran Resident Contractor Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Bidders. Requests for qualification as a Resident Contractor or a Veteran Resident Contractor after receipt of Bidders will not be considered.

8. To receive a resident business preference, a business or contractor shall submit with its Bidder or bidder a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
9. When a public body award(s) a contract using a formal request for bid process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
10. To receive a veteran resident contractor preference, contractor shall submit with its Bidder or bidder a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.
11. The preference is limited in any calendar year, to an aggregate of \$3,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.
12. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
13. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
14. If there is a joint Bidder or joint bidder by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint Bidder or bidder.

**ITEM 6 - CAMPAIGN CONTRIBUTION DISCLOSURE FORM:**

The blank form is included in an Appendix of this ITB. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

**ITEM 7 – CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:**

Each Bidder shall complete this form (which is provided in the Appendix of the ITB) and include it in their bidder.

**ITEM 8 – CONTRACTOR’S STATE OF NM W-9 FORM:**

Each Bidder shall complete and provide a State of New Mexico W-9 Form.

**ITEM 9 – BIDDER’S CONTRACTOR’S LICENSE(S)**

Each Bidder shall provide a photocopy of their Contractor’s (GB 98, GS-21) License or Licenses or any other specialized license that is carried.

**ITEM 10 – BIDDER’S INFORMATION FORM – COPY PROVIDED AS AN ATTACHMENT**

**CONTRACTOR STATEMENT OF QUALIFICATIONS & ATTACHMENTS**

Completely fill out the attached Roofing inspection and repairing Contractor Statement of Qualifications form and its associated attachments, providing all requested information.

NOTE: Bidder should submit only one copy of Attachment F – Firms Written Safety Plan, bound separately from the rest of the Technical Bidder.

## V. BIDDER QUALIFICATIONS

### ATTACHMENT A

#### ROOFING INSPECTION AND REPAIRING CONTRACTOR'S STATEMENT OF QUALIFICATIONS

##### REFERENCE: 3.a. EXPERIENCE

COMPLETE ONE FORM FOR EACH PROJECT LISTED (MAXIMUM 5)

#### PROJECT DESCRIPTION

Project Type: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Project Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Phone No.: \_\_\_\_\_

#### DESIGN PROFESSIONAL

Name of Firm: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Original Contract Amt.: \$ \_\_\_\_\_ Original No. of Days to Complete: \_\_\_\_\_

Final Contract Amount Final Contract Days to Complete:  
With all Change Orders: \$ \_\_\_\_\_ with all Time Extensions: \_\_\_\_\_

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#### PROJECT EXECUTION

Were Liquidated Damages assessed on this Project? ( ) No ( ) Yes Days \_\_\_\_ \$ \_\_\_\_\_

Percentage of Work Subcontracted: \_\_\_\_\_% Contract Type ( ) Competitive Bidder Lump Sum  
( ) Negotiated Lump Sum  
( ) Guaranteed Maximum Price  
( ) Other (Describe)

#### CUSTOMER SATISFACTION

How was this measured? ( ) Customer Survey ( ) Attached ( ) Yes ( ) No ( ) Other (Describe)

## **ATTACHMENT B**

### **ROOFING INSPECTION AND REPAIR CONTRACTOR'S STATEMENT OF QUALIFICATIONS**

#### **REFERENCE: 4 a., b, c, d Resumes**

**ATTACH ONE (1) PAGE RESUMES OF THE PROPOSED  
PROJECT MANAGER  
PROJECT SUPERINTENDENT  
SAFETY PROGRAM MANAGER  
OTHER KEY PERSONNEL (OPTIONAL)**

1. **EDUCATION**  
High School, College, Trade Schools, Trade Seminars, Trade/Management Specialized Courses, Etc.
2. **RELATED EXPERIENCE**  
Related experience should include the following:
  - a. Position Title
  - b. Duties and Responsibilities
  - c. Major accomplishments
  - d. Number of personnel supervised
3. **PROJECT EXPERIENCE**  
Identify project experience requested in the Statement at 4.a. (2) (3), 4.b. (2) (3), and 4.c. (2). Include the project Title and Location.
4. Other information that demonstrates the individual's strengths for this project.
5. Project Professionals and Project Owner Reference may be included.

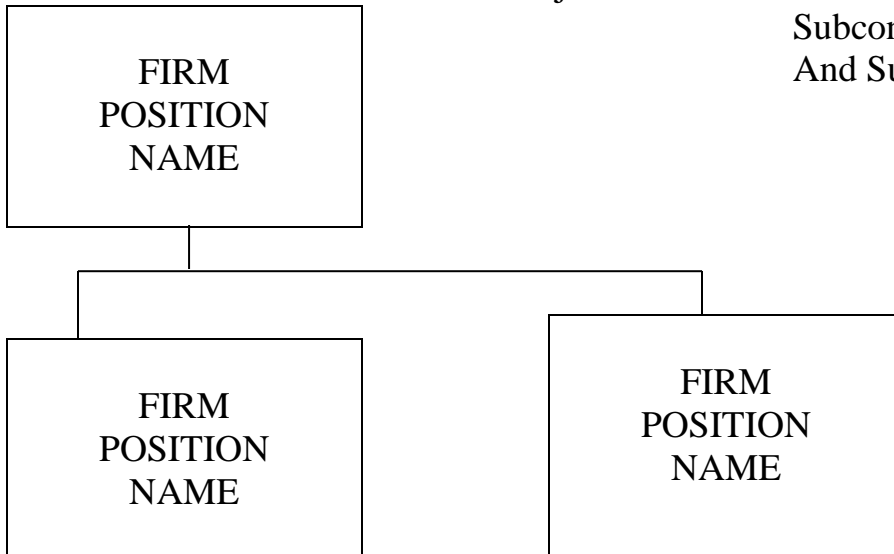
## ATTACHMENT C

### ROOFING INSPECTION AND REPAIR CONTRACTOR'S STATEMENT OF QUALIFICATIONS

#### **REFERENCE: 4.e. Organizational Chart of Project Management Team**

Chart should include the entire  
Project Team

Subcontractor Key Personnel  
And Supervision



1. Indicate the relationship between PM/Supt. Of the Subcontractors and the Contractor's PM/SUPT.
2. Indicate the relationship of the Safety Manager of the Subcontractors and Contractor, and the relationship of the Safety Manager with others on the job site.
3. Indicate the relationship between the QA/QC Manager with other personnel on the job site.



**ATTACHMENT E**

ROOFING INSPECTION AND REPAIR CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 6.d. Notarized Declaration of Surety**

DOCUMENTATION FROM SURETY



**ATTACHMENT F**

ROOFING INSPECTION AND REPAIR CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 7.a. Copy of Firm's Written Safety Plan**

SUBMIT ONLY ONE (1) COPY OF SAFETY PLAN WITH SUBMITTAL PACKET

Include Work Loss Incidents and History

**ATTACHMENT G**  
ROOFING INSPECTION AND REPAIR CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 8.d. Letter from Insurance Carrier**

DOCUMENTATION OF INSURABILITY

**ATTACHMENT H**  
ROOFING INSPECTION AND REPAIR CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 9.b. Written Quality Assurance Program**

SUBMIT ONLY ONE (1) COPY WITH SUBMITTAL PACKET

**ATTACHMENT I**

**ROOFING INSPECTION AND REPAIR CONTRACTOR'S STATEMENT OF QUALIFICATIONS**

**REFERENCE: 11.a. Affidavit of Non-violation of Labor codes**

**Name of Firm:**

**Address:**

**Project**

**Reference: (Name of Owner & Project)**

**Request for Bidder # \_\_\_\_\_**

**Affidavit of Non-violation of Labor Codes**

**To: The Board of Education  
School District**

**The undersigned officer of \_\_\_\_\_ hereby states that  
\_\_\_\_\_ has, during the past five (5) years, been free of any  
determinations by a court or an administrative agency, of repeated or willful violations of laws and/or  
regulations pertaining to the payment of prevailing wages or employment of apprentices of public works  
projects.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**NOTARY**

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

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

Signed or attested before me on \_\_\_\_\_ by \_\_\_\_\_

Seal \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **ATTACHMENT J**

### **ROOFING INSPECTION AND REPAIR CONTRACTOR'S STATEMENT OF QUALIFICATIONS**

#### **REFERENCE: 12.a.b.c. Judgments, Breach of Contract, Protests**

- a. List any judgments against the firm during the past 5 years.**
- b. List any breach of contract other than for cause.**
- c. If applicable, list any formal Bidder protests and the outcome, whether denied or upheld.**
- d. List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?**

**Roofing Inspection and Repair**  
**Rio Rancho Public Schools**  
**REQUEST FOR BIDDER No. 2024-017-FAC**

*For the convenience of the contractors, an electronic version of this ITB may be issued for your use. Any changes to the document's questions or language that differs from the wording as issued in the Project Manual dated 12/02/2013 other than to fill in answers for the questions asked, will constitute a non-responsible bidder.*

**STATEMENT OF QUALIFICATIONS FOR ROOFING INSPECTION AND REPAIR**  
**CONTRACTORS**

Project Name: \_\_\_\_\_

1. **BIDDER INFORMATION**

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

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

Principal Office: \_\_\_\_\_

Corporation       Partnership       Sole Proprietorship       Joint Venture

Other \_\_\_\_\_

a. How many years has your organization been in business as a Contractor?

\_\_\_\_\_

b. How many years has your organization been in business under its present business name?

\_\_\_\_\_

b. Under what other or former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_

2. LICENSING

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:

\_\_\_\_\_

b. License Classification: \_\_\_\_\_

c. License Number: \_\_\_\_\_

c. Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

d. Is the contractor's license free of ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?

Yes - free of suspension or revocation

No – Attached explanation

e. Does your firm hold all applicable Business licenses required by State of New Mexico?

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

f. Is your firm free from formal debarment from public works, federal, state or local public works jurisdictions?

Yes  No (Attach explanation)

3. EXPERIENCE

a. Has your firm completed construction activities as identified in the pricing section of this request for bidder? Complete **Attachment A** for five (5) maximum projects listed:

Yes Number of Projects: \_\_\_\_\_  No

Project 1 Name: \_\_\_\_\_

Project 2 Name: \_\_\_\_\_

Project 3 Name: \_\_\_\_\_

Project 4 Name: \_\_\_\_\_

Project 5 Name: \_\_\_\_\_

b. State the average annual amount of construction work performed during the past five years:  
\$ \_\_\_\_\_

c. Also, on **Attachment A**, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent of completion, and scheduled completion date.

d. List the categories of work that your organization normally performs with its own forces.

4. KEY PERSONNEL EXPERIENCE

Please note that more consideration will be given to those meeting or exceeding the required qualifications below:

a. Does your assigned Project Manager have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years experience in the construction industry?

Yes Number of Years: \_\_\_\_\_  No

(2) Experience on at least one (1) construction type as identified in 3. EXPERIENCE item a

Yes Number of Projects \_\_\_\_\_  No



(3) Experience as a Project Manager on one (1) or more performing the various services referenced in the pricing section?

Yes      Number of Projects \_\_\_\_\_       No

b. Does your assigned Project Foreman/Superintendent have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years experience in the construction industry?

Yes      Number of Years: \_\_\_\_\_       No

(2) Experience on at least one (1) construction type as identified in 3a.?

Yes      Number of Projects \_\_\_\_\_       No

(3) Experience as a Project Foreman/Superintendent for various categories of work referenced in the Pricing section

Yes      Number of Projects \_\_\_\_\_       No

c. Does your Safety Program Manager have the following minimum qualifications and experience? (Attach Resume to **Attachment B**)

(1) At least five (5) years experience in a safety management role?

Yes      Number of Years: \_\_\_\_\_       No

(2) Experience on at least one (1) construction type as identified in 3a.?

Yes      Number of Projects \_\_\_\_\_       No

d. Does your Quality Assurance/Quality Control (QA/QC) Manager have the following minimum qualifications and experience? (Attach Resume to **Attachment B**)

(1) At least five (5) years experience in a safety management role?

Yes      Number of Years: \_\_\_\_\_       No

(2) Experience on at least one (1) construction type as identified in 3a.?

Yes      Number of Projects \_\_\_\_\_       No  
\_\_\_\_\_ Years with your firm: \_\_\_\_\_

Present Position/Job Title: \_\_\_\_\_ Years in position: \_\_\_\_\_

List other project(s) this person has had a similar role for the past five (5) years:

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Is your QA/QC a Principal or Officer of the firm?  Yes  No

- e. Please include an Organizational Chart (**Attachment C**) of the Management Team that will be assigned to this project. Identify relationships, duties and responsibilities and key roles of each individual.

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

- a. Resources: Total number of current employees: Project Managers \_\_\_\_\_  
Estimators \_\_\_\_\_  
Superintendents \_\_\_\_\_  
Foremen \_\_\_\_\_  
Tradesmen \_\_\_\_\_  
Administration \_\_\_\_\_  
Other \_\_\_\_\_

- b. Does your firm have the immediate capacity to perform the work required for this ITB:  
 Yes  No

- c. Please list current projects currently under contract with scheduled completion dates (**Attachment D**)

See Attachment D  None

6. SURETY

- a. Firm's current surety company:

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Will this surety be used for the construction contract for this project:?

Yes  No (attach explanation)

Contact Agent Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Years utilizing this surety: \_\_\_\_\_ Maximum Capacity: \_\_\_\_\_

Aggregate Total of current surety in force: \_\_\_\_\_

b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?

Yes  No (attach explanation)

a. Is your firm free of having any construction contracts taken over by a surety for completion in the past five (5) years?

Yes  No (attach explanation)

c. Has your firm used other surety companies since 2001?  Yes (list)  No

\_\_\_\_\_  
Surety Company Contact

\_\_\_\_\_  
Surety Company Contact

\_\_\_\_\_  
Surety Company Contact

d. Is your firm able to obtain bonding in the amount required for the completion of this ITB? Provide a notarized declaration from the surety identified above, stating the amount of bonding capacity available to your firm for this project at **Attachment E**.

Yes  No (attach explanation)

7. **SAFETY**

a. Does your firm have a written safety program compliant with current State regulations? Provide one (1) copy of your firm's written safety program at **Attachment F**.

Yes  No (attach explanation)

b. Provide a list of key safety personnel, including the designated safety manager who will be assigned to this project, and list specific duties.

Name and Title

Specific Duties

_____	_____
_____	_____
_____	_____
_____	_____

Name and Title

Specific Duties

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

c. Provide the Experience Modification Rate for the past five (5) years:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ /

d. Provide the Recordable Incident Rate for the past calendar year: \_\_\_\_\_

e. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency?

Yes

No (attach explanation)

8. INSURANCE & CLAIMS HISTORY

a. Is your firm free of any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party?

Yes  No (attach explanation)

b. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity?

Yes  No (attach explanation)

c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents (General Liability and Comprehensive Auto at \$1 Million per occurrence and \$1 Million in the aggregate)?

Yes  No (attach explanation)

d. Please provide a notarized declaration from an insurance carrier stating that the firm is able to obtain insurance in the limits stated as **Attachment G**.

9. QUALITY ASSURANCE – ATTACHMENT H

a. Does your firm have a written Quality Assurance Program?

Yes  No

b. Provide one (1) copy of the written Assurance Program for **Attachment H**

10. PROJECT SCHEDULING

a. Does your firm use computerized scheduling?  Yes  No

b. If YES, which programs and versions are used? Please list:

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c. Has the firm been involved with a construction project within the past five (5) years, where the schedule was not met?  Yes  No

d. If YES, please indicate the project (refer to **Attachment A**)

i. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

ii. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

iii. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

e. Has the firm been assessed liquidated damages due to scheduling for any project in the past five (5) years? (Refer to **Attachment A**)  Yes  No

If YES, please list projects

(1) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

(2) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

(3) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

## 11. LABOR CODE VIOLATIONS

a. Has your firm during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects? Refer to **Attachment I**

Yes  No

b. Is the firm free of all Subcontractor Fair Practices Act violations for the past five (5) years?

Yes  No (explain)

12. JUDGEMENTS, BREACH OF CONTRACT, PROTESTS, MEDIATIONS AND ARBITRATIONS

- a. List any judgments against the firm during the past 5 years; use **Attachment J**
- b. List any breach of contract other than for cause
- c. If applicable, list any formal Bidder protests and the outcome, whether denied or upheld
- d. List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?

**THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

End of ROOFING INSPECTION AND REPAIR CONTRACTOR STATEMENT OF QUALIFICATION

## **VI TECHNICAL SPECIFICATIONS**

### **ROOFING INSPECTION AND REPAIR**

**A summary of services the Contractor shall perform to complete Roofing inspection and repair include, but are not limited to, the following:**

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

**Materials:** Roofing inspection and repairing systems solutions in your proposal may include but are not limited to the following:

- a. Built-Up – Multi-layer (BUR)
- b. Single Ply Membranes
- c. Coatings – for UV Light Protection, protection against weather related damage, and aesthetics.
- d. Modified Roofing inspection and repair Systems (Bitumen)
- e. Sprayed Polyurethane Foam
- f. Thermoplastics
- g. Architectural Metal, Metal Panel
- h. Slate, Shingle, Clay Tile, etc.
- i. Green Roofing inspection and repair Systems (include any CRRC rated, and/or Energy Star certified roofing inspection and repair products)
- j. Insulated Roofing inspection and repairing Systems designed to protect against Heat and Cold conditions
- k. White or Light Color Roofing inspection and repair Material providing additional R value to building insulation

The types of roofing inspection and repairing system needed by each RRPS site may differ from building to building. All proposals shall include a complete listing of all the Roofing inspection and repair Systems and/or packages available as well as any maintenance services available.



The following is the current square footage for each building RRPS owns.

School	Capacity	SF
Cyber	800	11000
DO		65668
I HS	200	28000
LMS	900	115679
MCE	800	83986
MLK	800	92351
PDS	800	90353
RRE	700	82605
SSPS	700	54,162
TRANS		19346
DPW	125	6272
ERMS	900	124106
ESES	800	85778
RRHS	2400	392252
EHES	700	89088
MVMS	900	124106
RRMS	1850	237706
SVE	800	85513
VGE	600	70109
CAE	800	89097
CDN	700	80944
CHS	2350	417792
SSC	87	8170
JHES	800	87636
	13812	2541719

**SUPERVISION:** The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements of a project and shall normally be present on the site during the execution of the work. The cost of such a foreman will be considered as a part of the contractor's overhead and may not be billed as a separate charge. If the foreman actually works on the site as a crew member AND has the authority to hire and fire personnel, his hours may be billed at the appropriate level. Estimating, takeoffs and the like will also be considered as overhead not to be billed separately.

## **SUBCONTRACTOR(S):**

**Subcontractor Listing Requirement:** Pursuant to NMSA 1978 §13-4-34, a bid for any public works construction project shall provide a listing threshold which shall be five thousand dollars (\$5,000) or one half of one percent of the estimate of the total project cost, whichever is greater. A bid submitted who fails to comply with NMSA 1978, §13-4-34-A is a deemed nonresponsive bid.

**Subcontractor Bonds:** Pursuant to NMSA 1978, §13-4-37, it is the responsibility of each Subcontractor submitting a bid to a Contractor to be prepared to submit a faithful performance and payment bond. Pursuant to NMSA 1978, §13-1-148.1, a Subcontractor shall provide a performance and payment bond on a public works building project if the Subcontractor's contract for work to be performed on a project in one hundred twenty five or more.

**Substitution of Sub-Contractors:** A bid submitted by a Registered Prime Contractor wishing to substitute a Subcontractor must be in compliance with NMSA 1978, §13-4-36.

**PREVAILING WAGES:** Pursuant to NMSA 1978 §13-4-11, every job contract or project in excess of sixty thousand dollars (\$60,000) that RRPS is a party to for construction, alteration, demolition, or repair or any combination of these, including painting and decorating of public buildings, public works or public roads shall comply with the aforementioned statute.

Please refer to the NM Workforce Solutions website for prevailing wage rates.

<https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>

Prevailing wage decisions will be issued per project when the projects is identified and in excess of sixty thousand dollars (\$60,000).

Bidders shall be responsible for securing all applicable bonds, permits, including any plan checking fees as charged by any authority having jurisdiction over the projects for checking contract documents prior to obtaining a permit.. The cost of all bonding are to be included in the Bidder's price proposal. The Bidder may quote bond and permit fees per project on separate lines similar to how gross receipts tax is shown.

## **REQUESTS FOR WORK:**

a) Estimates – Estimates are to be prepared at no charge to RRPS for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days. All estimates must include the RRPS ITB Number.

b) Routine Requests – Contractor shall commence work within a three (3) day period after receiving proper authorization (Signed estimate and approved Purchase Order from RRPS Procurement). Once begun, work shall continue, during normal working hours, without interruption until completion. The Contractor shall be able to respond to multiple routine requests at any one time.

c) Emergency Requests – The Contractor shall be able to provide service twenty-four (24) hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by RRPS Designee. RRPS may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, and will become an integral part of the contract.

**Materials Supply and Quality:** Contractor shall maintain at all times (or have access to) an ample stock of various materials necessary to complete specified projects within the required time frame(s). All materials shall be of equal or greater quality as compared to the original. Any manufacturer's data supplied with the materials shall be submitted to the RRPS Project Manager, or designee. All materials shall be new, unused, and in perfect condition. However, if conditions would necessitate utilizing used/rebuilt materials, prior approval must be secured from the Project Manager.

**Procurement of Other Materials:** RRPS reserves the right to procure any materials through normal procurement channels and to furnish such materials to contractor for installation. Materials, so procured shall not be marked up by the contractor in any manner.

Installation shall be in strict accordance with the recommendations of the manufacturer or as may be required by code. If such recommendations conflict with plans and specifications, the contractor shall report such conflicts to RRPS. Changes shall be made as mutually agreed or necessary.

**Specialized Equipment:** Because the nature of the contract may involve use of additional equipment/parts or minor subcontracted work outside the general scope of the contract, but necessary for a complete job, the contractor is required to establish the pricing which will apply. Identify the charges that will apply for all items, indicate pass-through contractor's cost, discount from list, no charge, cost plus or an hourly rate as may be applicable. If an item is not priced, it will be assumed to be included in the contractor's overhead. Listed equipment shall not exceed prevailing rates for rental equipment. Equipment will be added or deleted at the time of contract renewal or upon request by the district. (Note that small tools, tape, miscellaneous screws and similar small items are to be in the contractor's overhead.)

**Safety:** The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations) of said regulations) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees and/or agents, in connection with this contract.

**Workmanship:** All personnel working under this contract shall be properly licensed in compliance with current applicable codes and regulations governing this type of work. Contractor must be certified by specific manufacturer to maintain, repair, and install roofing inspection and repair system.

**Protection of Adjacent Surfaces:** The contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, sidewalks, and landscaping from damage and shall repair promptly any such damage at his own expense and to the satisfaction of RRPS.

**Protection of the Work:** The contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by RRPS designee.

**Clean-up Following Completed Work:** All materials, associated debris, and surrounding areas must be cleaned prior to acceptance of performed work.

**Registration:** Pursuant to NMSA 1978 §13-1-105, any contractor, prime contractor or subcontractor wishing to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) must be registered with the Department of Workforce Solutions, as required by Section 13-4-13.1 NMSA 1978, as of the date the bid is submitted, or the bid shall not be considered for award of the contract. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. The substitution shall not be a basis for any increase in the bid price. A prime contractor which has included an unregistered subcontractor in its bid may elect to withdraw its bid. If the Bidder fails to notify RRPS within 4 business days that Bidder has substituted a registered subcontractor for the unregistered subcontractor, Bidder shall be deemed to have withdrawn its bid.

**Bonding Requirements:** The successful bidder, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of 100% for any project which exceeds \$25,000.00 (or satisfactory evidence that such bonds will be furnished within seven days). Bond must be satisfactory to RRPS, executed by a surety company authorized to do business in this state and said surety to be listed in Federal Circular 570 as published by the United States Treasury Department or approved by the State Board of Finance or the local governing authority.

The bonds provided to support any contract issued as a result of this solicitation shall protect Albuquerque Public Schools projects only. Any other entities utilizing said contract(s) under the provision of the Procurement Code Section 13-1-129 will need to require separate bonding.

**Bidders** shall be responsible for securing all applicable bonds, permits, including any plan checking fees as charged by any authority having jurisdiction over the projects for checking contract documents prior to obtaining a permit. Additionally, the Owner will not pay for insurance, business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain. The cost of all bonding will be paid by the Offeror and will not be paid by the Owner. These costs are to be included in the Offeror's price proposal.

**Wage Information:** the following information pertains to wage rates, subcontracting and taxation. Please read carefully:

**State Wage Rates:** It is the contractor's responsibility to acquaint himself/herself with and comply with State Regulations regarding payment of wages on public projects. Wage rates as established by the Department of Workforce Solutions will be paid by the contractor for every job performed under this contract for any project which is greater than \$60,000 on an individual basis. Compliance is a part of this bid. The contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

In the event it is found by the Department of Workforce Solutions, that any laborer or mechanic employed by the contractor or subcontractor on the site of a project covered by this contract has been or is being paid, as a result of a willful violation, a rate of wages less than the rate of wages required by the contract, RRPS may, by written notice to the contractor and his subcontractor (if the violation involves a subcontractor) terminate their right to proceed with the work, or such part of the work as to which there has been a willful failure to pay the required wages, and RRPS may prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable for any excess cost occasioned thereby. Any party receiving notice of termination of his contract or subcontract under the provisions of this section may appeal the finding to the Department of Workforce Solutions as provided in the Public Works Minimum Wage Act.

**Awarded Pricing Agreements:** Upon award, RRPS will issue a pricing agreement which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed.

**COMPLETION:** Completion times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternate bidder will be assigned at the discretion of RRPS. On completion of the various parts of the work, the work shall be inspected by the constituted authorities and approved, and on completion of the work, the final certificates of approval shall be obtained by the Contractor and delivered to RRPS.

**Standards:** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County and National Codes and Ordinances. RRPS may also have specifications which may apply to any given project. If materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of these specifications and for which the contractor has not received written approval, removal of all the unauthorized materials plus installation of those indicated or specified shall be provided at no extra cost to the owner. When applicable, RRPS specifications will be provided by the RRPS project manager.

**Delivery:** Delivery times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternate bidder will be assigned at the discretion of RRPS. Deliveries will be made at various times during the contract period. Emergency orders may be required.

- a) Estimates – Estimates are to be prepared at no additional charge to RRPS for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days.
- b) Routine Requests – Contractor shall commence work within a three (3) day period after receiving proper authorization. Once begun, work shall continue, during normal working hours, without interruption until completion. The contractor shall be able to respond to multiple routine requests at any one time.
- c) Emergency Requests – The contractor shall be able to provide service 24 hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by RRPS designee. RRPS may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, reduced to writing and will become an integral part of the contract.

**Warranty shall include materials, labor and workmanship. Licensing Requirements:** The General Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the proposal, provide copies of all of the Contractor's valid licenses necessary to perform the work in the State of New Mexico. Copies of the subcontractors' licenses need to be provided only if requested of the Owner.

**Contract and General Conditions:** Bidders who are awarded work under this ITB will be required to enter into the most current edition of the RRPS Agreement between Owner and Contractor and accept the General Conditions of the Contract for Construction before beginning the first job under this contract. All work will be authorized through separate purchase orders which will detail the scope of work and compensation. Supervision: The work shall be performed under the direction of a qualified foreman.

**Guarantee:** All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned collect for full money refund. Bidders will replace damaged items at no cost to RRPS. The roofing inspection and repair shall be guaranteed against leaks, blisters, fish mouth, and all other defects and failures except those due to hail, fire, vandalism, tampering or structural failure. The City shall promptly notify the Contractor and Manufacturer of any defects in the roofing inspection and repair, and the Contractor and Manufacturer shall promptly repair the defect in accordance with these specifications and at no cost to the City. Roofing inspection and repair Warranty:

Provide 2 year No Dollar Limit (NDL) Contractor and Manufacturers Roofing inspection and repair System Limited Warranty on all re-roofing inspection and repair roofing inspection and repair systems. Warranty shall include membrane, roofing inspection and repair insulation, membrane accessories or and metal edging or coping. Warranty shall include materials, labor and workmanship. Licensing Requirements: The General Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the proposal, provide copies of all of the Contractor's valid licenses necessary to perform the work in the State of New Mexico. Copies of the subcontractors' licenses need to be provided only if requested of the Owner.

There are several outstanding projects of this type throughout the District. Contractor will furnish, on request, all labor, materials and equipment necessary to accomplish a complete job including all components such as painting, etc. RRPS may, at its option, elect to furnish materials.

Finish work is to be aesthetically pleasing to the eye and shall closely match that of the surrounding area in color, surface texture, general appearance, etc.

**NOTE:** RRPS maintains primary contracts for services such as plumbing, electrical work, and the like. It is not the District's intent to violate the intent of those contracts by awarding General

**Licensing and Personnel Qualifications:**

Contractor shall be properly licensed, under the New Mexico Construction Industries Regulations, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed or appropriately skilled in applicable trade. A copy of the bidder's GB-98 license is required. Bidders are required to submit other licenses as may be considered appropriate.

Projects issued under this contract shall not exceed \$1,000,000.00. Projects exceeding this figure normally encompass new buildings or major remodeling projects and are bid separately as a complete package. Such projects will not typically be a part of this contract. Contractor should note, however, that many of the school campuses are comprised of older buildings and RRPS historically expends considerable effort to maintain functionality and perform minor renovations at these sites.

**Codes, Fees and Permits:** All work shall be executed in accordance with the current International Building Codes (IBC), Uniform Fire Codes (UFC), local and state ordinances, and regulations governing the particular class of work involved. This contractor shall be responsible for the final execution of the work under this heading to suit these requirements.

In the event of a conflict between the various specifications, codes and standards, the more stringent shall govern. On completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved; and, once approved; contractor shall obtain and deliver to the RRPS final certificates of acceptance, if applicable, the contractor shall hold and save the Board of Education free and harmless from liability of any kind arising from his failure to comply with these requirements.

Contractor shall secure all permits (Construction Industries Division the permitting authority) and licenses for the required work and shall pay all fees in connection with such permits and licenses. The contractor shall be reimbursed by RRPS for these permit fees only. No markup will be allowed. Actual copies of permit charges must be submitted with invoices. Similarly, dumping fees and other such intangible charges will be reimbursed with no mark up.

**Inspections:** As applicable, contractor shall contact the RRPS project manager, or their designee when work is ready for CID inspection. Payment is contingent upon passing any inspection. RRPS will not reimburse contractor for work/materials needed to remedy "no pass" work.

RRPS may inspect projects at any time with or without prior notification to the contractor. RRPS shall have the right to observe all construction activities before it is covered. Should any work be covered contrary to request or to any requirement of the contract documents, the RRPS designee may order it uncovered for his observation. The contractor shall uncover and replace all such work at his own

expense. Any work or materials installed contrary to the requirements of the contract documents or rejected as defective by RRPS shall promptly be removed, replaced or corrected as may be applicable. The cost of this work shall be borne by the contractor. The contractor shall notify RRPS 24 hours in advance before covering up any concealed work or conducting tests by any authority.

**Guarantee:** The contractor shall guarantee all materials, equipment and workmanship furnished and installed under this contract to be free from all defects and shall agree to replace at his/her expense, without expense to RRPS, any and all defective equipment, parts, etc., within 12 months after service is accepted by RRPS. This excludes normal maintenance and daily servicing of equipment which is the owner's responsibility.

**Specifications Deviation:** General Specifications are binding. However, in instances where there is a deviation between the General Specifications and the Job Specifications, the Job Specifications or the more stringent shall rule. On any job where there is doubt as to the process of installation to be used, the final decision will be made by the RRPS Project Manager, or designee.






**Equipment Purchases;** Purchase of new equipment will be as specified in the Parts and Materials Pricing portion of this bid.

Repair or replace decisions – if a realistic assessment indicates that the repair is not cost effective, parts are not available, item is obsolete or similar, and if immediate replacement is critical to safe continued operation of the site and it is not feasible to mobilize contractor or leave unit exposed, item should be replaced: Contractor shall not make this decision without the consent of RRPS. Items determined not to be repairable shall be returned to RRPS for in-house disposal and do not become property of the contractor.

**Bidder must be prepared to submit detailed invoices for roofing inspection and repair of contract compliance. Material lists which itemize category, discount and list price at time of job or stock order are required. Bucket trucks and similar must also be itemized by the hour or billing increment.**

**LABOR PRICING**

Contractor agrees to perform the work according to the conditions and specifications described herein at the prices stated in the pages following throughout the time period of this contract.

**NOTE:** Complete labor quotations for all job classifications your company will conceivably utilize during the life of the contract to ensure that RRPS is charged for the actual needed job level(s). If you do not plan to utilize a classification, write "none". A blank labor pricing page is provided for classifications which may be omitted; copy as necessary and use the wage stated in the Wage Rate Decision as the base hourly rate. Evaluation will be based on a comparison and verification of submitted information.

Shift work defined as extra compensation for working other than regular daytime hours may be allowed. This can occur if it becomes necessary to work, for example, a swing shift between 3:30 p.m. - midnight in order to complete a project during hours that the school is not normally open. In this event, hourly rates will be charged as indicated under “shift differential” on the pricing pages. In general, shift differential rates will be more than the regular straight time rate but less than the overtime rate.

Overtime/holiday rates will be allowable only in emergency situations and only with prior approval of the RRPS Project Manager or designee. Define in the provided space your company's policy on overtime payment (over 40 hrs. over 8 hrs. etc.)

Be advised that the percentage your company assigns to any given portion of the labor will be the cost driver, not the dollar figure entered on the bid form. In other words, if Health and Welfare is to be 10.5% on an hourly base wage of \$10.00, then the dollar figure should be \$1.05. It is the percentage that governs.

If your firm has an apprenticeship program, discuss the program you have. Said program must be registered with the State of New Mexico. Identify the number of periods and the percentages of journeyman rates which apply. Invoices will identify apprentices and bill at the quoted rates.

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The primary trades and uses for this bidder are referenced in the pricing section. **Bidders must submit labor pricing for in order to allow for cost analysis to be performed. Omission of any of the classifications will constitute a non-responsive bidder.**

**Contractor must quote labor for the following labor classifications:**

**LABOR RATES RESPONSE FORM**

Labor Categories	Base Rate	Holiday (HOURLY)
<b>Roofing inspection and repair Journeyman (Projects &lt; \$60,000)</b>	\$	\$
<b>Roofing inspection and repair Journeyman (Projects = &gt; \$60,000)</b>	\$	\$
<b>Laborer, Group 1 (Projects &lt; \$60,000)</b>	\$	\$
<b>Laborer, Group 1 (Projects = &gt;\$60,000)</b>	\$	\$
<b>Laborer, Group 2 (Projects &lt; \$60,000)</b>	\$	\$
<b>Laborer, Group 2 (Projects = &gt;\$60,000)</b>	\$	\$
<b>Laborer Group 3 (Projects &lt; \$60,000)</b>	\$	\$
<b>Laborer Group 3 (Projects = &gt;\$60,000)</b>		
<b>Superintendent (Projects &lt; \$60,000)</b>	\$	\$

<b>Superintendent (Projects = &gt; \$60,000</b>	\$	\$
<b>Administrative fee to manage Sub-Contractors</b>	\$	\$
<b>LABOR TOTAL FOR ALL LABOR CATEGORIES</b>	\$	\$

Additional Fee for Inspections per project: \$ \_\_\_\_\_

**Note: Bidder shall provide with their response a sample roofing inspection and repair inspection report.**

**Unit cost pricing. Bidder can submit additional unit cost pricing for consideration by RRPS.**

**FIXED FEE**

Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the **use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance.** Contractor/Successful Bidder shall provide a fixed fee table in the boxes below.

The values in the table shall be used in the contractor's project estimates where subcontractors are used and shall be provided prior to starting a project with un-priced items that are within the intended scope of the resultant PA. Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts and materials and rental equipment other than priced items quoted above, the contractor is still entitled to the administration fixed fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost.

Dollar Amount Estimated on Subcontractor Costs				Fixed Fee (Expressed in Dollar Amount per \$100.00)
1	\$1.00	-	\$2,000.00	No mark will be allowed
2	\$2,001.00	-	\$5,000.00	\$ 250.00
3	\$5,001.00	-	\$8,000.00	\$ 450.00
4	\$8,001.00	-	\$10,000.00	\$ 650.00
5	\$10,001.00	-	\$15,000.00	\$ 850.00
6	\$15,001.00	-	\$20,000.00	\$ 1,200.00
7	\$20,001.00	-	\$25,000.00	\$ 1,500.00
8	\$25,001.00	-	\$30,000.00	\$ 1,900.00
9	Over \$30,001.00			\$ 2,000.00



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**APPENDIX A**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**ITB NO. 2024-017-FAC  
Roofing Inspection and Repair**

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(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)



**APPENDIX B**

**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM  
ITB NO. 2024-017-FAC  
Roofing Inspection and repair**

As utilized herein, the term "Vendor" shall mean that entity submitting a bidder to Rio Rancho Public Schools in response to the above referenced request for bidders.

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or board member of Rio Rancho Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Rio Rancho Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_ List below the name(s) of any Rio Rancho Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor: \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

Name of Person Signing (typed or printed): \_\_\_\_\_

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

Date: \_\_\_\_\_  
Name of Company (typed or printed): \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**APPENDIX C**

**ITB NO. 2024-017-FAC  
Roofing Inspection and Repair**

**Resident Veterans Preference Certification**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award(s) amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Date) \_\_\_\_\_ (Signature of Business Representative)\*

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award(s) or =award(s) of the procurement involved if the statements are proven to be incorrect.

## APPENDIX D

### BIDDER'S INFORMATION FORM

Date of Bidder: \_\_\_\_\_

New Mexico State Contractor's License No. \_\_\_\_\_

License Classifications: \_\_\_\_\_

Resident Contractor's Preference Certificate No. \_\_\_\_\_

Veteran Resident Contractor Preference Certificate No. \_\_\_\_\_

Percent of preference qualified for: \_\_\_\_\_ (10%)

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

NM DOL (Workforce Solutions) Certificate No. \_\_\_\_\_

Contractor's New Mexico Gross Receipts Tax No. \_\_\_\_\_

Contractor's Federal Employee Identification No. \_\_\_\_\_

Bidder of (Company name): \_\_\_\_\_

(Hereinafter called the "Bidder") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Bidder named above, in compliance with the Request for Bidders for various construction services on demand.

The undersigned Bidder's representative also acknowledges receipt of the following Addenda:

Addendum No: \_\_\_\_\_, dated \_\_\_\_\_, Addendum No: \_\_\_\_\_, dated \_\_\_\_\_

Addendum No: \_\_\_\_\_, dated \_\_\_\_\_, Addendum No: \_\_\_\_\_, dated \_\_\_\_\_

The Bidder understands that the contract will be awarded in accordance with the provisions of the Request for Bidders and that the Owner reserves the right to reject any or all bidders and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) \_\_\_\_\_ Date: \_\_\_\_\_

By: (Same name, printed or typed) \_\_\_\_\_

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

Company: \_\_\_\_\_

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

\_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Affix Corporate Seal if bidder is by Corporation)



## TYPE "B" – GENERAL BUILDING

Please refer to the base and fringe rate columns that pertain to the date your wage decision was approved. For instance, if your wage decision was approved on April 1, 2021, you will use the rates in the first two columns. If your wage decision was approved on May 10, 2021, use the third and fourth columns.

Roofer			
Roofer Journeyman	26.94	9.36	0.60
Roofer Helper	16.16	9.36	0.60