

County of Curry



Request for Proposals No. 2023/24-02

Detention Center Door Replacement

Issue Date:
August 18, 2023

Mandatory Notice to Owner of Intent to Propose Form Due:
September 8, 2023 at 5:00 p.m.

Proposal Due:
September 19, 2023
Time: 2:00 p.m.

Curry County Administration Office
417 Gidding St., Suite 100
Clovis, NM 88101
Attn: Finance Department/Procurement Office

Proposals must be submitted in a sealed envelope
that is clearly marked
"RFP No. 2023/24-02 Do Not Open"

The Board of County Commissioners for Curry County, State of New Mexico (County) is requesting competitive sealed proposals for Door Replacements at the Adult Detention Center located at 801 Mitchell St, Clovis, NM.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version on a USB “memory stick” must be received no later than September 19, 2023 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

IMPORTANT:

Sealed Proposal along with RFP number, the Offeror’s name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (Purchasing Agent, Melynda Crouch: mcrouch@currycounty.org) by email immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE

Melynda Crouch
Purchasing Agent/Procurement Officer
mcrouch@currycounty.org

APPENDIX A
MANDATORY “NOTICE TO OWNER OF INTENT TO PROPOSE”
RFP #: 2023/24-02

By signing this “Mandatory Notice to Owner of Intent to Submit a Proposal” the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this Appendix A. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner’s written responses to those questions, as well as any RFP amendments that may be issued. **All other responses will be rejected as non-responsive.**

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, mcrouch@currycounty.org, Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:
September 8, 2023

FIRM: _____

REPRESENTED BY: _____
(Printed Name & Title)

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

E-Mail: _____

Signature of Person authorized to sign for Firm

ALTERNATE CONTACT PERSON/INFORMATION: *This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.

NAME: _____ **Title:** _____

Telephone: _____ **E-Mail Address of Alternate Contact:** _____

PLACE AN ‘X’ ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:

_____ **Firm DOES INTEND to respond to this RFP**
_____ **Firm DOES NOT INTEND to respond to this RFP**

PURPOSE/GOAL

The purpose of the project is to replace existing doors located in the housing areas of the Adult Detention Center (ADC) located at 801 Mitchell Street, Clovis, NM that tie into the existing security electronics system to enhance the safety and security of the facility.

The County would like to contract with an offeror that offers experience and a solid background in working in detention facilities, as well as experience and expertise in working with detention security electronics systems as well as installing detention doors.

This is a qualifications-based selection with cost as consideration. The Offeror is required to provide the qualifications and other documents as requested in this RFP.

SCOPE OF WORK

The successful Offeror shall replace certain existing detention doors and tie them into the existing security electronics system in the Adult Detention Center as described in this solicitation and according to Drawings and Specifications prepared by NCA Architects, which are attached as Exhibit A, to replace certain doors in the Curry County Detention Center. The Detention Center is a fully functional Detention Center housing inmates 24 hours a day, 7 days a week, 52 weeks a year and the work shall be coordinated with the County staff and phased to eliminate as much disruption to operations as possible. A summary of services the Contractor shall perform to complete the Project, include, but are not limited to, the following:

- A. Planning, supervision and timely completion of the Project
- B. Prepare, monitor, and maintain Project schedule including scheduling and phasing the Work to allow for continuous operation of the existing detention facilities
- 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. Project close-out and inspection

ADDENDA

Addenda will be delivered to all who attend the mandatory pre-proposal conference and signed in with name, company name, email address, phone number and returned the mandatory Notice to Owner of Intent to propose form.

Copies of addenda will be made available for inspection wherever bid documents are on file for that purpose

PROJECT CONTACTS

Any questions regarding this Request for Proposal must be submitted **by email** to the Purchasing Agent listed below. The County will only consider questions submitted in writing by Offerors regarding the RFP, including requests for clarification and request to correct errors.

Melynda Crouch
Purchasing Agent
417 Gidding St. Suite 100
Clovis, NM 88101
Email: mcrouch@currycounty.org

Written questions/request must be submitted no later than 2:00 PM (Mountain Daylight Time) on September 8, 2023 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents.

Only written questions/requests that are sent to the below email address will be considered. Oral questions/requests will not be considered. Written or oral

questions/requests submitted to any other Department or employee will not be considered.

PRE-PROPOSAL CONFERENCE

A mandatory Pre-Proposal conference is scheduled for September 6, 2023 at 2:00 p.m. The conference will be held in person.

RFP 2023.24.02 Detention Center Door Replacement Pre-Proposal Conference:
801 Mitchell Street
Clovis, NM 88101

BID SECURITY

Each offeror shall submit a certified check or a satisfactory bid bond provided by a surety company authorized to do business in the State of New Mexico in an amount equal to (5%) five percent of the total amount of the bid, with each bid proposal. The security is required as outlined in Section 13-1-146 NMSA 2018.

PERFORMANCE BOND

This (performance bond) shall be required on any contract awarded in excess of twenty-five thousand dollars (\$25,000.00). The successful bidder shall supply the County with a performance bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid prices. This bond is required as outlined in Section 13-4-18 (A)(1) of NMSA 2018.

PAYMENT BOND

This (payment bond) shall be required on any contract awarded in excess of twenty-five thousand dollars (\$25,000.00). The successful offeror shall supply the County with a payment bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid price. This bond is for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided in the contract and is required as outlined in Section 13-4-18 (A)(1) of NMSA 2018.

WAGES

Wages will be paid in accordance with the State of New Mexico Public Works Statutes regarding Wage Rates and/or Davis Bacon Federal Wage Rates. The Wage Decision number for this project is **CU-23-2194-B**. A Wage Rate Schedule is enclosed with this Bid. Contractor and all tiers of subcontractors will submit certified weekly payrolls to the County Public Services Directly (BI-Weekly).

SUBCONTRACTORS

The listing threshold for subcontractors for this project is **\$11,250** and shall be submitted in compliance with 13-4-32 thru 13-4-43 NMSA 2018. There shall be only one subcontractor listed for each classification.

The County reserves the right to disqualify subcontractors and suppliers in accordance with the conditions of this RFP and this Contract. The offeror agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by them, as the offeror is for the acts and omissions of persons directly employed by the offeror. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and Curry County.

The offeror may be required to establish the reliability and responsibility of the proposed subcontracts or of any manufacturer to furnish and perform the work in accordance with the contract documents and completion schedule and may also be required to require performance and payment bonds of some or all subcontractors in conformance with section 13-4-37 NMSA 2018.

The offeror shall list the Subcontractors he/she proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bid Documents. Pursuant to Chapter 18, Laws of 1988, 2nd Session; as follows:

“AN ACT
RELATING TO CONSTRUCTION INDUSTRIES; ENACTING THE SUBCONTRACTOR
FAIR PRACTICES ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

13-4-31 SHORT TITLE

Section 1 through 12 of this Act may be cited as the "Subcontractors Fair Practices Act".

13-4-32 LEGISLATIVE FINDINGS

The legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration and repair of public works projects often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among Contractors and Subcontractors and lead to insolvencies and loss of wages to employees.

13-4-33 DEFINITIONS

As used in the Subcontractors Fair Practices Act:

- A.** "contractor" means the prime contractor on a public works construction project who contracts directly with the using agency;
- B.** "subcontractor" means a contractor who contracts directly with the contractor;
- C.** "listing threshold" means the dollar amount, stipulated in the bidding documents, above which subcontractors must be listed;
- D.** "notice" means information, advice or a written warning intended to apprise a contractor, subcontractor or using agency of some proceeding in which the contractor's, subcontractor's or using agency's interests are involved or to inform him of some fact that is his right to know. Notice may be sent to a contractor, subcontractor or using agency by certified or registered mail and shall be deemed to be completed upon date of mailing; and
- E.** "using agency" means any state agency or local public body requiring services or construction.
- (F.) (added for clarity from 13-4-13.1)** "listed subcontractor" means a subcontractor who is currently registered with the labor and industrial commission.

13-4-34 LISTING OF SUBCONTRACTORS; REQUIREMENTS

- A.** Any using agency taking bids for any public works construction project shall provide in the bidding documents prepared for that project a listing threshold which shall be five thousand dollars (\$5,000) or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including bid lots, whichever is greater. If the bidding documents do not include a listing threshold, then the using agency shall supply the

listing threshold. If the listing threshold has not been included, the bid opening shall be postponed until the using agency has complied with this section. Any contractor or subcontractor interested in bidding may apply to the district court in the county in which the project will be located for an injunction preventing the bid opening until the using agency has complied with this section. Any person submitting a bid shall in his bid set forth:

(1) The name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and

(2) The category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

B. A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

C. This section does not apply to second tier subcontractors, material suppliers or subcontractors whose contract is less than the greater of the listing threshold as indicated in Subsection A of this section.

13-4-35

EXEMPTION

With the exclusion of that portion of work covering street lighting and traffic signals, the Subcontractors Fair Practices Act shall not apply to contracts for the construction, improvement or repair of streets or highways, including bridges, underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

13-4-35.1

APPLICATION OF ACT

The Subcontractors Fair Practices Act shall not apply to any transaction occurring after the contractor and the listed subcontractor have executed a subcontract unless subsequent action on the subcontract relates to subcontractor listing requirements.

13-4-36

SUBSTITUTION OF SUBCONTRACTOR

A. No Contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the using agency shall consent to the substitution of another person as a subcontractor:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project involved and the

terms of such subcontractor's written bid, is presented to him by the Contractor;

(2) When the subcontractor listed in the original bid becomes bankrupt or insolvent prior to execution of a subcontract;

(3) When the using agency refuses to approve the subcontractor listed in the original bid, provided such approval has been reserved in the bidding documents;

(4) When the subcontractor listed in the original bid fails or refuses to perform his subcontract;

(5) When the contractor demonstrates to the using agency or its duly authorized officer that the name of the subcontractor was listed as the result of an inadvertent clerical error;

(6) When a bid lot accepted by the using agency causes the listed subcontractor's bid not to be low;

(7) When the contractor can substantiate to the using agency that a listed subcontractor's bid is incomplete;

(8) When the listed subcontractor fails or refuses to meet the bond requirements of the contractor; and,

(9) When it is determined that the listed subcontractor does not have a proper license to perform the work and the contractor has submitted the name of the subcontractor along with proof that the subcontractor bid work for which he was not licensed by the Construction Industries Division of the Regulation and Licensing Department.

(10) When it determined by the using agency, the prime contractor or the director of the labor and industrial division of the labor department that a listed subcontractor is not a registered subcontractor on the date bids are unconditionally accepted for consideration.

B. Prior to approval of the contractor's request for substitution of a subcontractor, the using agency shall give notice in writing to the listed subcontractor of the contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five (5) working days within which to submit written objections to the substitution to the using agency. Failure to file written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the using agency shall give at least five (5) working days' notice in writing to the listed subcontractor of a hearing by the using agency on the contractor's request for substitution.

C. No contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the using agency.

D. No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing

threshold as to which his original bid did not designate a subcontractor unless:

(1) The contractor fails to receive a bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall designate on the listing form that no bid was received; or

(2) The contractor fails to receive more than one bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall state on the listing form that only one subcontractor's bid was received, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.

13-4-37 BOND REQUIREMENTS

A. It is the responsibility of each subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond if so requested by the contractor.

B. In the event any subcontractor submitting a bid to a contractor does not, upon the request of the contractor and at the expense of the contractor at the established charge or premium therefore, furnish to the contractor a bond issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code (59A-1-1 to 59A-1-18, NMSA 2018) and listed in the United States treasury department circular 570 wherein the contractor is named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the contractor may reject the bid and make a substitution of another subcontractor subject to the provisions of Section 13-4-36, NMSA 2018. Such bond may be required at the expense of the subcontractor only if the contractor in his written or published request for subcontract bids:

(1) Specifies that the expense for the bond shall be borne by the subcontractor; and

(2) Clearly specifies the amount and requirements of the bond.

13-4-38. FAILURE TO SPECIFY SUBCONTRACTOR

If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act, the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 2018.

13-4-39. INADVERTENT CLERICAL ERROR

A. The contractor, as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor, shall within four (4) working days after the time of the prime bid opening by the using agency, give written notice to the using agency and to both the subcontractor he claims to have listed in error and the subcontractor who had bid to the contractor prior to bid opening.

B. Any listed subcontractor who has been notified by the contractor in accordance with the provisions of this section as to an inadvertent clerical error shall be allowed twelve working days from the time of the prime bid opening within which to submit to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file written notice within the twelve working days shall be primary evidence of his agreement that an inadvertent clerical error was made.

C. The using agency shall, in the absence of an objection to the contrary by the listed subcontractor in the original bid, consent to the substitution of the intended subcontractor if:

(1) The contractor, the listed subcontractor listed in error and the intended subcontractor each submit an affidavit to the using agency, along with such additional evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within twelve working days from the time of the prime bid opening; or

(2) Affidavits are filed by both the contractor and the intended subcontractor within the specified time but the subcontractor whom the contractor claims to have listed in error does not submit, within twelve working days from the time of prime bid opening, to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error as provided in this section.

D. If affidavits are filed by both the contractor and the intended subcontractor but the listed subcontractor has, within twelve working days from the time of the prime bid opening, submitted to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error, the using agency shall investigate the claims of the parties and hold a hearing to determine the validity of the claims, within thirty days after the receipt of the contractor's written objection. Any determination made shall be based on facts contained in the affidavits submitted by all three parties and supported by testimony under oath and subject to cross-examination. The using agency may, on its motion or that of any other party, admit testimony of other contractors, any bid registries or

depositories or any other party in possession of facts that may have a bearing on the decision of the using agency.

13-4-40. EMERGENCY SUBCONTRACTING

Subcontracting any portion of the work in excess of the listing threshold as to which no subcontractor was designated in the original bid shall be permitted only in the case of public emergency or necessity and then only upon a written finding by the using agency setting forth the facts constituting the emergency or necessity.

13-4-41. PENALTIES

A. When a contractor violates any provision of the Subcontractors Fair Practices Act except Section 13-4-34 NMSA 2018, the using agency shall:

(1) In the case of a contractor who substitutes another subcontractor in violation of Section 13-4-36 NMSA 2018, for the subcontractor originally included in the bid, assess the contractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor or the difference between the amount bid by the listed subcontractor and the amount bid by the substituted subcontractor;

(2) In the case of a contractor substituting a listed subcontractor for another subcontractor, and the substituted subcontractor knowingly participated in a violation of Section 13-4-36 NMSA 2018, assess the substituted subcontractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor and the difference between the amount bid by the listed subcontractor and the substituted subcontractor; or

(3) In the case of a contractor who fails to list a subcontractor in excess of the listing threshold as defined in Section 13-4-38 NMSA 2018, assess the contractor a penalty of eight percent of the amount of the subcontract issued for the first violation and thirty percent of the amount of the subcontract issued for any violation thereafter, on any one project.

B. Penalties assessed pursuant to the provisions of this section shall be deposited into the fund from which the contract was awarded.

C. In a proceeding under this section, the contractor shall be entitled to a hearing after notice.

D. A violation of the provisions of the Subcontractors Fair Practices Act constitutes grounds for disciplinary action against a contractor or a subcontractor, pursuant to regulations of the construction industries division of the regulation and licensing department.

E. A contractor or a subcontractor who attempts to circumvent the provisions of the Subcontractors Fair Practices Act shall be subject to the penalties established pursuant to this section.

F. Any listed subcontractor removed in violation of the Subcontractors Fair Practices Act may bring an action in the district court for damages, injunctive or other relief.

13-4-42. COVERAGE OF HOME RULE MUNICIPALITIES

Any home rule municipality or H class county chartered under the provisions of Article 10, Section 6 of the constitution of New Mexico is expressly denied authority to legislate regulation of the subject matter covered in the Subcontractors Fair Practices Act that conflicts with the provisions of that act.

13-4-43. DISPUTE RESOLUTION

Once the using agency has determined the existence of a valid claim under the provisions of the Subcontractors Fair Practices Act, the using agency or agent of the using agency may:

A. Hold a public hearing for the purpose of providing an informal resolution of the dispute by preparing a "form of dispute" which shall be available to all parties. The form shall state concisely, in numbered paragraphs, the matter at issue or dispute which the complainant expects to be determined. The agent or the using agency shall evaluate the issues presented by both sides of the dispute and render a decision within ten days after the hearing, and provide the parties with a written copy of the decision by certified mail, return receipt requested; or

B. Refer the matter in dispute to be resolved through arbitration."

END OF SUBCONTRACTORS FAIR PRACTICE ACT

POST-AWARD INFORMATION

SUBMITTALS TO COUNTY/ARCHITECT/ENGINEER

Within five (5) days after Notice of Award, the required bonds and certificates of insurance shall be submitted.

EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the successful proposer and returned, together with all required bonds and certificates of Insurance, within five (5) calendar days of the date of Notice of Award. No contract shall be effective until it has been fully executed by all of the parties thereto.

NOTICE TO PROCEED

The County will issue a written Notice to Proceed to the Offeror stipulating the date from which Contract time will be charged and the date contract time is to expire, subject to valid modifications of the Contract authorized by Change Order.

FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable contract bonds and certificates of insurance within five (5) calendar days after the date of the Notice of Award shall be cause for cancellation of the award and the forfeiture of the Bid Security, which shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the County may decide.

CONSTRUCTION TIME

The Work to be performed under this Contract shall be commenced no later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved no later than 300 consecutive calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

LIQUIDATED DAMAGES

The Contract will include a binding statement that calculating the County's actual damages for late completion of the project would be impractical, unduly, burdensome, and would cause unnecessary delay. As liquidated damages and not as a penalty, the selected Contractor shall stipulate that the amount of daily liquidated damages of five hundred dollars (\$500) per day will be imposed against the offeror and deducted from the contract price up to and including the date of County's acceptance of the completed project until fully certified by the Architect as being substantially complete as that stage of completion is defined in the conditions of the contract. Contractor shall be responsible for maintaining the schedule for the work as presented to the County. The Board of County Commissioners may, but are not required to grant an extension of the time if the extension is not a result of what the contractor or any of its subcontractors did or failed to do pursuant to the terms and conditions of the construction documents. Contractor is represented by competent legal counsel and acknowledges that any liquidated damages imposed pursuant to this contract is a contractual term and is not a penalty.

1. CONTRACT CHANGES

Work shall be subject to change by additions, deletions, or revisions made by the County. County shall notify Offeror of such change by delivery of additional and/or revised drawings, specifications, exhibits, or written order.

Whenever the work is changed by addition, deletion, or revision by County, an equitable adjustment in the Contract Price or the contract time is appropriate. Offeror shall submit to Architect and the County within a reasonable time, a detailed estimate with supporting calculations and pricing together with any adjustments to the Contract Price and Contract time. Pricing and compensation for the adjustment shall be made through mutual agreement between parties; however, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined based on the cost to the Offeror, plus reasonable amounts for overhead and profit. Offeror shall not perform any change in the work or allow any change in the contract price or the contract term, until and unless the County Manager or the Board of County Commissioners has approved the same in writing. Upon receipt of such written notice of change from the County, Offeror shall diligently perform the change in strict accordance with the contract and the change order.

WARRANTY

Offeror shall provide County with a full one (1) year warranty on the project, commencing on the date of substantial completion of work and running for a period of twelve (12) months thereafter. During this twelve (12) month warranty period, offeror shall make monthly visits to the property and provide any and all necessary and/or recurring maintenance and repairs, correct and/or replace such other areas of concern as are identified in writing by the County.

REQUIREMENTS FOR PROPOSAL

- 1.** The selected firm shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version on a USB “memory Stick” of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.
- 2.** The selected firm with the top-ranking proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
- 3.** Proposals shall not exceed fifty (50) printed sheet face pages exclusive of cover letter, divider sheets, proof of financial stability and all other forms included in the RFP.

PROPOSAL PACKAGE

Each proposal submitted must address the required Evaluation Criteria. The County must assign a weight factor to each of the Evaluation Criteria to communicate to the selected firm the relative importance of each.

Volume 1- Technical Proposal Package

Each offeror must submit the following as labeled, tabbed and in the same order as follows:

Letter of Transmittal: This is a brief letter to the County which provided the following information:

- a. Name and address of the selected firm
- b. Names, title and telephone number of the contact person for the offeror
- c. A statement that the proposal is in response to this RFP.
- d. The signature, typed name, and title of an individual who is legally authorized to commit the offeror to this proposal. The contents of the successful proposal may become a contractual obligation if a contract ensues.
- e. A statement acknowledging and accepting the Terms and Conditions of this RFP.

Criteria #1- Past Performance (20 Points)

1. Provide experience of the Offeror on detention door replacement projects of 1 million dollars or more to include:
 - a. Target vs. actual budgets
 - i. List a maximum of three projects where the actual budget came in lower or equal to the target budget since 2018
 - ii. List original contract amount
 - iii. Final contract amount
 - iv. Total of change orders and their amount
 - b. Target vs. actual schedule
 - i. List a maximum of three projects where the project schedule was completed on time or early since 2018

- ii. List Project start date
 - iii. Completion Date
 - iv. Change orders with time extensions
 - c. Client satisfaction
 - d. Safety record
 - e. Limited work areas
2. Provide experience and past performance on detention door replacement projects of 1 million dollars or more by the Offeror to include:
 - a. Coordination with security electronics system
 - b. Occupied detention facility
 - i. Please list experience in working with occupied detention facilities and how limited interruptions of normal operations have been achieved.
 - c. Phased Project
 - i. Due to the facility being occupied, a phased approach will need to be taken to complete the project. List previous experience in working on phased projects.
3. Describe three (3) to five (5) projects of similar size, materials and complexity. Include the scope of work, safety record and client reference information. A valid email and phone number must be provided
4. State the average annual amount of similar work performed during the last five years
5. List any major project your organization has in progress, giving the name of the project, owner, architect, contract amount, percent of completion and scheduled completion date.
6. List any judgments against the firm during the past five (5) years
7. List any breach of contract other than for cause
8. List any protest submitted by the offeror during the past five (5) years to include the basis for protest and the resolution

Criteria #2 -Project Plan (30 points)

1. With the security access to the facility and operation of the facility during construction, include documentation of ability to complete this project on schedule and on budget.
 - a. Describe in detail how you plan to mobilize your forces and construct this project.
 - b. Provide a milestone schedule using weeks or calendar days indicating the start and completion dates of major construction activities through completion of the project
 - c. Provide proposed phasing of work inside of the Detention Center
 - d. List all computerized scheduling programs that are used
 - e. List any construction projects in the last five (5) years where the schedule was not met and give a reason for the delay
 - f. List any liquidated damages assessed due to scheduling for any project in the past five (5) years
2. Provide examples of any other projects over 2 million dollars that you have experience building under similar conditions.
3. Explain in detail your technical approach toward the project to include the work inside the Detention Center so as to cause the least amount of disruption for the County and its occupants and insuring everyone's safety at the same time.
4. Explain plan to have a successful project
5. Additional information, pictures, diagrams, reports, etc., may be provided as outlined in the Request for Proposal. (Limit to 5 pages)

Criteria #3 -Technical Approach (20 points)

1. Provide your overall Technical and Organizational capability including:
 - (1) Management Team
 - (a) Attach one (1) page resumes of the proposed
 - (i) Project Manager
 - (ii) Project Superintendent
 - (iii) Safety Program Manager
 - (iv) QA/QC Manager
 - (v) Other Key Personnel (Optional)

(vi) Offeror shall provide the follow for each of the above referenced management positions:

- a. Position Title
- b. Years in the construction industry
- c. Duties and Responsibilities
- d. Major Accomplishments
- e. Number of Personnel Supervised
- f. Project experience to include title of project and location and dollar amount of similar projects
- g. Qualifications
- h. Education and related experience
- i. Other information that demonstrates individuals' strengths for this project
- j. Project Professional and Project Owner Reference may be included

(2) Staffing Approach

(3) Technical Approach

(4) Safety Programs History

- (a) Provide written safety program
- (b) Provide safety personnel and 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
Offeror shall describe the general structure, number of employees and average number of projects per year

2. Provide a brief narrative of the approach to the following issues as they pertain to this project:

- a) Communication with the Project Management Team
- b) Working inside and outside of an existing detention facility
- c) Scheduling
- d) Preconstruction Phase Administration
- e) Construction Phase Administration
- f) Final start-up testing and occupancy
- g) Close-out procedures and documentation
- h) Safety Management

- a. Describe in detail the safety plan for a detention facility including, but not limited to:
 - i. Site Prep
 - ii. Site Cleanup
 - iii. Site Review
- i) Quality Control
- j) Warranty

Volume 2 – Price Proposal

The Price Proposal shall be in a separate binder and sealed separately from the Technical Proposal

1. Price Proposal (30 points)

a. Volume II – PRICE Proposal Submittal based on requirements set forth in Plans and Specifications. Please the attached Proposal Form to submit pricing for this project. Price proposals shall be evaluated on the basis of the numerical weight assigned below and scored in accordance with the following process to permit the scoring of competing Offeror’s price proposals in related to one another. The lowest price proposal will receive the maximum price score, second lowest proposal will receive a five-point deduction, third lowest will receive a ten-point deduction and so on and so forth.

EVALUATION CRITERIA

Letter of Transmittal	Pass/Fail
Volume 1 Technical Proposal	
1. Past Performance*	20 Points
2. Project Plan*	30 Points
3. Technical Approach*	20 Points

Volume 2 – Price Proposal	30 Points
Volume II-PRICE Proposal Submittal based on requirements set forth in Plans and Specifications.	
*Price proposals will be opened after Technical proposal scores have been given	
TOTAL POINTS POSSIBLE	<u>100 Points</u>

CONSIDERATION OF PROPOSALS

1) RECEIPT, OPENING AND RECORDING

- a) Proposals received on time will be opened in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.
- b) The names of all offerors submitting proposals and the names of all offerors, if any, selected for interview shall be public information. After award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

2) PROPOSAL EVALUATION

- a) Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of services required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - i) Acceptable,

- ii) Potentially acceptable, that is, reasonably assured of being made acceptable, or
 - iii) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
- b) The County shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality or quantity of the services. (§ 13-1-132 NMSA 1978).
- c) If an offeror, who otherwise would have been awarded a contract is found not to be a responsible offeror, a Determination that the offeror is not a responsible offeror, setting forth the basis of the finding, shall be prepared by the Chief Procurement Officer. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Offerors, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-12 NMSA 1978).
- d) Selection process (§ 13-1-120 NMSA 1978).
 - i) An evaluation committee composed of representatives selected by the County will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three (3) offerors in regard to the particular project and may conduct interviews with and may require public presentation by all offerors applying for selection regarding their qualifications, their approach to the project, and their ability to provide the required services.
 - ii) All scoring will be conducted in group scoring session(s). Evaluation Committee members will fill out a proposal evaluation worksheet containing individual scores. After completion of scoring, the individual names will be redacted from the worksheets. The Evaluation Committee members' scores will be averaged to obtain final scores on a master summary sheet.
 - iii) Award will be made to the Offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County.

- iv) If fewer than three offerors have submitted a statement of qualifications for a particular project, the committee may:
 - (1) Rank in order of qualifications and submit to the County for award those offerors which have submitted a statement of qualifications;
or
 - (2) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to § 13-1-104 NMSA 1978.
- 3) NEGOTIATIONS (§13-1-122 NMSA 1978)
- a) The County's designee shall negotiate a contract with the highest qualified offeror for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
 - b) Should the County's designee be unable to negotiate a satisfactory contract with the offeror considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that offeror shall be formally terminated. The designee shall then undertake negotiations with the second most qualified offeror. Failing accord with the second most qualified offeror, the designee shall formally terminate negotiations with that offeror.
 - c) The designee shall then undertake negotiations with the third most qualified offeror.
 - d) Should the designee be unable to negotiate a contract with any of the offerors selected by the committee, additional offerors shall be ranked in order of their qualifications, and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified offeror or the procurement process is terminated and a new RFP is initiated.
 - e) The County shall publicly announce the offeror selected for award.
- 4) NOTICE OF AWARD

- a) After award by the County, a written notice of award shall be issued by the County after review and approval of the proposal and related documents by the County with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978).

PROTEST DEADLINE

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) calendar days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Finance Director, Troy Hall at thall@currycounty.org

Sequence of Events

The County will make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	August 18, 2023
2.	Pre-Proposal Conference	Curry County & Potential Offeror’s	September 6, 2023 at 2:00 p.m.
3.	“Notice to Owner of Intent to Propose” (Mandatory)	Potential Offeror’s	September 8, 2023 5 p.m.
4.	Deadline to submit questions	Potential Offeror’s	September 8, 2023 2p.m.
5.	Last Response to Written Questions/RFP Amendments	Curry County	September 13, 2023 5p.m.

6.	Submission of Proposal	Offeror	September 19, 2023 at 2:00 p.m.
7.	Proposal Evaluation	Evaluation Committee	September 19, 2023 through September 29, 2023
8.	Selection of Finalist(s)	Evaluation Committee	September 29, 2023
9.	Interview/Oral Presentation by Finalist	Offeror	TBD if deemed necessary
10.	Notice of Intent to Award and Negotiate Contract	Curry County, Awarded Offeror	September 29, 2023 through October 6, 2023
11.	Approve Contract	County Commission	October 10, 2023 (tentative)
12.	Commence Services	Contract Offeror	October 10, 2023 (tentative)

CONTRACT TERMS AND METHOD OF PAYMENT

The contract shall begin October 10, 2023 (tentative) and shall run until completion of the Scope of Work for the project. The submitted proposal shall be attached and become part of the contract. The successful offeror will be paid on a monthly basis based on a percentage of the work completed during each month.

BIDDER’S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent. The following documents are required to be included in your proposal packet:

1. Proposal Form – Page #36-41
2. Agent’s Affidavit – Page #42
3. Combined list of Subcontractors – Page 44-46

4. Offeror's Response Form – Page #47
5. Execution of Proposal Form – page #48
6. Offeror's Reference Form – page #49
7. Offeror's Certification and Non-Collusion Affidavit – page #50
8. Offeror's Information Form – page #51
9. Copy of Business License – include with page #51
10. Completed W-9 – include with page #51
11. Options, Exceptions or Variations – Page #53
12. Campaign Disclosure Form – pages #56-58
13. Proof of Insurance

OWNERSHIP OF DATA

Upon execution of the agreement, the offeror shall grant the County a license to use the offeror's instruments of service, including the drawings and specifications for the purposes of constructing, using, maintaining, altering and adding to the project. The offeror shall obtain similar nonexclusive licenses from the offeror's consultants consistent with the RFP. The license granted under this section permits the County to authorize the Contractor, subcontractors, and suppliers, as well as the County's consultants and separate contractors, to reproduce applicable portions of the instruments of service for use in performing services or construction for the project.

Contractual Provisions

The following provisions will be in any contract entered into by and between the County and the successful Offeror.

Amendment: This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

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

Equal Opportunity Compliance: The successful Offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the Offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, Offeror agrees to comply with this paragraph.

NONDISCRIMINATION STATEMENT

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

Applicable Laws: The contract shall be governed by the laws of the State of New Mexico

ADDITIONAL TERMS

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

3. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact Curry County's Purchasing Agent by **email prior to the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent. The County is not responsible for any errors or omissions contained in the Offeror's proposal.
4. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the Offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
5. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The Offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
6. The Offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
7. Proposals that do not meet the requirements set forth may be considered non-responsive.
8. The County reserves the right to negotiate any and all elements of this RFP.
9. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.

10. Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 8% (5 Points). The Offeror's proposal must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Five points will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Business Preference Certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead. NOT APPLICABLE AS FEDERAL FUNDS ARE USED IN PART TO FUND THIS PROJECT
11. Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a completed Resident Veterans Preference Certificate in the proposal. The resident veteran shall receive up to 10% (10 Points). The Offeror's proposal must contain a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Ten Points will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Veterans Certificate as follows: Resident Veterans Businesses with annual revenues of \$3M or less shall receive 10 points. NOT APPLICABLE AS FEDERAL FUNDS ARE USED IN PART TO FUND THIS PROJECT
12. Non-Collusion: Offeror's, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
13. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any Offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
14. If an Offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.

15. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
16. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful Offeror.
17. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
18. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
19. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing Offeror's during the negotiation process.
20. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
21. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.
22. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
23. In submitting this proposal, the Offeror represents that they have familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
24. In signing this proposal, the Offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.

25. The County shall negotiate a contract with the highest qualified Offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
26. The Offeror will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
 - a. General and professional liability insurance in the amount of \$2,000,000 single limit, and \$2,000,000 aggregate.
 - b. Workers' Compensation insurance as required by state statute.
27. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The Offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
28. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the Offeror or employee or agent thereof connected in any way with Offeror's performance under this RFP or Contract.
29. The Offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
30. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the Offeror has inadequately or unsatisfactorily met its

obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term “cause” will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party’s ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

31. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
32. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
33. The County’s policy on requests for copies of proposal information after award is as follows:
Submit a written request detailing what information you would like to receive.

- a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department
417 Gidding Street, Suite 100
Clovis, NM 88101

The fee must be paid before the information is released.

PROPOSAL FORM (Lump Sum)

OFFEROR'S Name and Address:

RFP NO.: RFP-2023/24-02

PROJECT NAME:
Curry County Detention Center
Door Replacement

Telephone:

Fax:

Federal Tax ID #:

New Mexico Tax ID #:

CID License #

LOCATION: Clovis, New Mexico, 88101

This Proposal is submitted to Owner:

Curry County Administration Office
417 Gidding St., Suite 100
Clovis, NM 88101
Phone: (575) 763-6016

1. The undersigned Offeror proposes and agrees, if this proposal is accepted, to enter into an agreement with the Owner in the form included in the RFP Documents to perform and furnish all Work as specified or indicated in the RFP Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the other terms and conditions of the Contract Documents.

2. The Offeror accepts all of the terms and conditions of the Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of proposal security and other Proposal Documents. This Proposal will remain subject to acceptance for ninety (90) days after the day of Proposal opening. The Offeror shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Proposal Requirements within ten (10) days after the date of the Owner's Notice of Award.

4. In submitting this Proposal, the Offeror represents, as more fully set forth in the Agreement, that:

A. the Offeror has examined copies of all the Proposal Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____ Title: _____ Date:

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

B. the Offeror has familiarized himself with the nature and extent of the Proposal Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;

C. the Offeror has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Offerors and accepts the determination set forth in the Information Available to Offerors of the extent of the technical data contained in such reports and drawings upon which the Offeror is entitled to rely;

D. the Offeror has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Proposal Documents;

E. the Offeror has given the County written notice of all conflicts, errors, and discrepancies that he has discovered in the Proposal Documents, and the written resolution thereof by the Construction Manager is acceptable to the Offeror;

F. this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; the Offeror has not solicited or induced any person, firm, or corporation to refrain from Proposing; and the Offeror has not sought by collusion to obtain for himself any advantage over any other Offeror or over the Owner;

G. the Offeror acknowledges that he has attended any Mandatory Pre-Proposal conference scheduled by the Owner or the Architect I pertaining to this project;

H. the Offeror agrees to show clearly on the envelope in which the Proposal is submitted the Project Name and Number, and RFP Number; and,

I. the Offeror will complete the Work for the following price(s) **(do not include any gross receipts tax in the price(s)).**

- 5.** Proposals shall be presented in the form of a total Base Proposal under a Lump Sum Contract plus additive alternates that are selected by the Owner. A proposal must be submitted on all proposal items. Segregated proposals will not be selected by the Owner.

BASE PROPOSAL (Please use typewriter of print legibly in ink)

Item A - BASE BID: Adult Detention Center Door Replacement (use words):

(\$ _____)

6. The Offeror agrees that:

A. The Work to be performed under this Contract shall be commenced no later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved no later than 300 consecutive calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of Five Hundred Dollars (\$ 500.00) per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract.

C. The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

D. It is understood that the Owner reserves the right to reject any or all Proposals and to waive any technical irregularities in the proposals.

7. The following documents are attached to and made a condition of this Proposal:

- A.** Proposal Security with Agent's Affidavit;
- B.** Subcontractors Listing; and,
- C.** Other (list): NONE

8. The terms used in this Proposal and the Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Proposal Documents, have the meanings assigned to them in those Conditions.

9. The Offeror is a(n):

A. INDIVIDUAL;

By: _____
(Individual's Signature)

Doing business as: _____

Business address: _____

Telephone: (____) _____ FAX: (____) _____

B. PARTNERSHIP:

By: _____
(Firm Name)

(General Partner's Signature)

Business address: _____

Telephone: (____) _____ FAX: (____) _____

C. CORPORATION:

Corporation Name: _____

State of Incorporation: _____

By _____ Title: _____
(Print Name of Person Authorized to Sign)

* _____
(Signature of Authorized Person)

If a New Mexico Corporation: _____
NM Certificate of Incorporation Number

If a Foreign Corporation: _____
NM Certificate of Authority Number

Attest (Secretary): _____

Business address _____

Telephone: (____) _____
FAX: (____) _____



or,

D. JOINT VENTURE:

By _____
(Name)
Address: _____

Telephone: (____) _____
FAX: (____) _____

By _____
(Name)
Address: _____

Telephone: (____) _____
FAX: (____) _____

By _____
(Name)
Address: _____

Telephone: (____) _____

FAX: (____) _____

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

OFFEROR MUST FILL IN THE FOLLOWING (if none, write none)

NM License Number: _____ License Classification: _____

Dept. of Workforce Solutions Minimum Wage Act Registration Number (DWS#): _____

Resident Contractor's Preference Number: _____

This form shall be included in the price proposal, sealed separately from the Technical Proposal

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**COMBINED
LIST OF SUBCONTRACTORS
and
ASSIGNMENT OF ANTITRUST CLAIMS
by
CONTRACTOR, SUBCONTRACTORS,
SUBSUBCONTRACTORS, and SUPPLIERS**

EXAMPLE TRADES AND SUPPLIERS: SITE WORK, CONCRETE, MASONRY, FRAMING, LUMBER, STEEL, STEEL FABRICATION, ROOFING, INSULATING, STUCCO, DRYWALL, DOORS, GLASS AND GLAZING, PLASTER, PAINTING, CARPET, TILE, RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS, PLUMBING, SHEET METAL, ELECTRICAL

1. Subcontractor Listing shall be included with Proposal as a condition of the Proposal and be fully complete with regards to all Subcontractors providing services valued at \$5,000.00 or more, or one-half of one percent of the architect's or engineer's estimate of the total project cost, whichever is greater pursuant to Section 13-4-34, NMSA 1978.

Listing Threshold for this Project: \$ 11,250

a. Subcontractor listing shall be expanded after Proposal qualified Offeror if awarded, and before Contract, to include major Suppliers and, each entity listed shall be signed by individual empowered to obligate Supplier, Subcontractor, or Sub-subcontractor.

b. Subcontractor listing shall also be expanded after Proposal by qualified Offeror if awarded, and before Contract, to include the Department of Workforce Solutions Minimum Wage Act Registration Number. See the Department of Workforce Solutions website at www.dws.state.nm.us under "Public Works" for registration form, listings and information.

c. See Instructions to Offerors, page 26 Paragraph 4.5, Subcontractors, for rules regarding changes in this list after Proposal.

**PROJECT NAME: CURRY COUNTY DETENTION CENTER
DOOR REPLACEMENT**

REQUEST FOR PROPOSAL NUMBER: RFP-2023/24-02

The undersigned agrees that any and all claims which the firm may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the

PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT
DUE DATE: September 19, 2023

The services offered meet specifications: _____ Yes _____ No
Completed and attached campaign disclosure form: _____ Yes _____ No
Completed & attached veteran's preference form (if applicable): _____ Yes _____ No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature Name (Typed/Printed)

Company Position

Address Telephone Number FAX Number

City, State, Zip Tax ID # E-mail Address

State of _____)

County of _____)

_____(name), being duly sworn, deposes and says that he/she is
_____(title) of _____(company) and all foregoing

Questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My commission expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
EXECUTION OF PROPOSAL FORM
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT
DUE DATE: September 19, 2023

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- _____ That this proposal was signed by an authorized representative of the Offeror.
- _____ That the potential Offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ That the potential Offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

OFFEROR'S REFERENCE FORM
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT
DUE DATE: September 19, 2023

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

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PROPOSAL FORM
OFFEROR'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT
DUE DATE: September 19, 2023

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.
I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2023/24-02 Detention Center Door Replacement** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**
I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFEROR'S INFORMATION FORM
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT
DUE DATE: September 19, 2023

1. Legal Business Name: _____
2. Street Address: _____
3. City, State & Zip: _____
4. Type of Business: _____ State of Registration: _____

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: _____
6. Primary Contact: _____
7. Phone: _____ FAX _____
8. Email: _____
9. Company Website: _____

10. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

**OFFEROR MUST ATTACH A COPY OF ITS BUSINESS LICENSE
AND A COMPLETED W-9 FORM**

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OPTIONS, EXCEPTIONS OR VARIATIONS FORM
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT
DUE DATE: September 19, 2023

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.
(Use additional pages if necessary.)

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS _____
Signature

2. THERE ARE NO OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2023/24-02 DETENTION CENTER DOOR REPLACEMENT
DUE DATE: September 19, 2023

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

competitive proposal.

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Commissioners Fidel Madrid, Brad Bender, Dusty Leatherwood, Seth Martin and Robert Thornton; Treasurer Kendall Kempf, Assessor Randa Jesko, Clerk Anastasia Hogland, or Probate Judge Hollie Barnett.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: __ _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

Wage Decision Approval Summary

1) Project Title: Detention Center Door Replacement
Requested Date: 08/10/2023
Approved Date: 08/11/2023
Approved Wage Decision Number: CU-23-2194-B

Wage Decision Expiration Date for Bids: 12/09/2023

2) Physical Location of Jobsite for Project:
Job Site Address: 801 Mitchell Street
Job Site City: Clovis
Job Site County: Curry

3) Contracting Agency Name (Department or Bureau): Curry County
Contracting Agency Contact's Name: Troy Hall
Contracting Agency Contact's Phone: (575) 763-6016 Ext. 133

4) Estimated Contract Award Date: 09/26/2023

5) Estimated total project cost: \$2,250,000.00
a. Are any federal funds involved?: Yes - \$1,500,000.00
b. Does this project involve a building?: Yes - Certain doors will be replaced within the existing detention center
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: The purpose of the project is to replace existing doors located in the housing areas of the Adult Detention Center located at 801 Mitchell Street, Clovis, NM that tie into the existing security electronics system to enhance the safety and security of the facility

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) Cost: \$2,250,000.00	Replace existing doors located in the housing areas of the Adult Detention Center that tie into the existing security electronics system



STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All Sub-Contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only Contracting Agencies are allowed to close the project. Agents or Contractors are not allowed to close projects.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all Contractors, regardless of amount of work, to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.



STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the General Contractor(s).
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@dws.nm.gov or call (505) 841-4400.



TYPE "B" – GENERAL BUILDING

Effective January 1, 2023

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Workers/Heat and Frost insulators	35.56	12.26	0.60
Asbestos Workers/Heat and Frost insulators: Los Alamos County	37.99	12.26	0.60
Boilermaker/blacksmith	35.88	32.28	0.60
Boilermaker/blacksmith: San Juan County	36.83	31.88	0.60
Bricklayer/Block layer/Stonemason	24.97	9.50	0.60
Carpenter/Lather	27.73	12.14	0.60
Carpenter: Los Alamos County	33.18	13.58	0.60
Millwright/pile driver	37.10	28.30	0.60
Cement Mason	23.04	11.30	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60
Cable Splicer	47.22	18.81	0.60
Electricians-Outside Classification: Zone 2			
Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60

Cable Splicer	47.22	18.81	0.60
Electricians-Outside Classifications: Los Alamos County			
Ground man	26.15	11.78	0.60
Equipment Operator	37.54	16.13	0.60
Lineman or technician	47.29	18.82	0.60
Cable Splicer	51.93	19.98	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/low voltage technician	36.75	12.40	0.60
Cable Splicer	40.43	12.51	0.60
Electricians-Inside Classification: Zone 2			
Wireman/low voltage technician	40.06	12.50	0.60
Cable Splicer	43.74	12.61	0.60
Electricians-Inside Classification: Zone 3			
Wireman/low voltage technician	42.26	12.57	0.60
Cable Splicer	45.94	12.68	0.60
Electricians-Inside Classification: Zone 4			
Wireman/low voltage technician	46.31	12.69	0.60
Cable Splicer	49.99	12.80	0.60
Electricians-Inside Classification: Dona Ana, Hidalgo, Luna and Otero Counties			
Wireman/low voltage technician	32.07	9.81	0.60
Cable splicer	32.07	9.81	0.60
Electricians-Inside Classification: Los Alamos County			
Wireman/low voltage technician	42.26	14.68	0.60
Cable Splicer	45.94	14.98	0.60
Elevator Constructor	48.93	37.49	0.60

Elevator Constructor Helper	39.14	37.49	0.60
Glazier			
Journeyman/Fabricator	21.25	6.70	0.60
Delivery Driver	12.00	6.70	0.60
Glazier: Los Alamos county	21.25	6.70	0.60
Ironworker	28.05	18.30	0.60
Painter	18.25	8.50	0.60
Painter: Los Alamos county	29.51	10.35	0.60
Paper Hanger	18.25	8.50	0.60
Paper Hanger: Los Alamos county	30.33	10.35	0.60
Drywall Finisher/Taper - Light Commercial & Residential			
Ames tool operator	26.82	8.40	0.60
Hand finisher/machine texture	25.82	8.40	0.60
Drywall Finisher/Taper – Light Commercial & Residential: Los Alamos county	29.51	10.35	0.60
Plasterer	24.34	9.79	0.60
Plumber/Pipefitter	35.11	13.40	0.60
Roofer	26.94	9.36	0.60
Sheet metal worker			
Zone 1	35.44	19.00	0.60
Zone 2 – Industrial	36.44	19.00	0.60
Zone 3 – Los Alamos County	37.44	19.00	0.60
Soft Floor Layer	21.00	9.20	0.60
Soft Floor Layer: Los Alamos county	29.55	10.45	0.60
Sprinkler Fitter	34.18	24.44	0.60
Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60
Laborers			
Group I- Unskilled	19.25	7.93	0.60

Group II – Semi-skilled	19.25	7.93	0.60
Group III- Skilled	20.25	7.93	0.60
Group IV - Specialty	22.50	7.93	0.60
Masonry Laborers			
Group I- Unskilled and Semi-Skilled	19.75	8.09	0.60
Group II- Skilled	21.50	8.09	0.60
Group III- Specialty	22.00	8.09	0.60
Operators			
Group I	23.32	7.67	0.60
Group II	25.48	7.67	0.60
Group III	25.94	7.67	0.60
Group IV	26.38	7.67	0.60
Group V	26.57	7.67	0.60
Group VI	26.78	7.67	0.60
Group VII	26.89	7.67	0.60
Group VIII	29.93	7.67	0.60
Group IX	32.32	7.67	0.60
Group X	35.72	7.67	0.60
Truck Drivers			
Group I-VII	16.65	8.27	0.60
Group VIII	16.71	8.27	0.60
Group IX	18.65	8.27	0.60

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.



2023 SUBSISTENCE, ZONE AND INCENTIVE PAY RATES

All contractors are required to pay subsistence, zone, and incentive pay according to the particular trade

Asbestos workers or heat and frost insulators

- (1) Zone 1 shall consist of the area lying within the city limits of a circle whose radius is 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$0.00 per day.
- (2) Zone 2 shall consist of Los Alamos county - \$40.00 per day if not furnished a company owned vehicle.
- (3) Zone 3 shall consist of the area lying beyond a circle whose radius is over 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$85.00 per day.

Boilermakers/Blacksmiths

- (1) Per diem is calculated from city hall of the dispatch city or the employee's home address, whichever is closer to the job location,
- (2) Per diem is \$55.00 per day for travel between 70 and 120 miles and \$85.00 per day for travel over 120 miles.

Bricklayers

- (1) Between 70 and 120 miles, \$55.00 per day
- (2) 121 or more miles, \$70.00 per day

Cement Masons

- (1) For employees who travel to Santa Fe from Albuquerque or vice versa, \$20.00 per day.
- (2) In all other work performed more than 50 miles from the employer's main office, \$50.00 per day.
- (3) Mutually agreed-upon lodging or transportation paid for by the employer will substitute for subsistence pay.

Drywall Finishers and Tapers

- (1) \$40.00 per day (\$5.00 per hour for eight hours work) for over 60 miles over the most typically traveled route, or other mutually agreed upon suitable lodging or transportation.
- (2) If an employee has worked the full week on four 10-hour days, the employee shall be paid the full week of per diem of \$200.00.
- (3) Special provision for Santa Fe and Albuquerque: Employees who travel between Santa Fe and Albuquerque will be paid \$15.00 per day or other mutually agreed upon lodging or transportation.

Electricians (inside classifications)

- (1) For Albuquerque only:
 - (a) Zone 1 is classified as being within 40 miles from the main post office.
 - (b) Zone 2 shall extend up to 10 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
 - (c) Zone 3 shall extend up to 20 miles beyond zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
 - (d) Zone 4 shall extend 20 miles or more beyond zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (2) For Los Alamos County only: work performed within the county shall be compensated fifteen percent above the zone 1 journeyman rate.
- (3) For all other counties:
 - (a) Zone 1 is:
 - (i) within six miles from the main post office for Raton, Tucumcari, and Farmington.
 - (ii) within eight miles from the main post office for Las Vegas.
 - (iii) within ten miles from the main post office for Santa Fe and Gallup.
 - (iv) within twelve miles from the main post office for Belen, Carrizozo, Clovis, Los Lunas, Portales, Roswell, Ruidoso, Artesia, Carlsbad, Hobbs, and Lovington.
 - (v) within fourteen miles from the main post office for Espanola.
 - (b) Zone 2 shall extend up to 20 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
 - (c) Zone 3 shall extend up to 30 miles from zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
 - (d) Zone 4 shall extend beyond 30 miles from zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (4) When workers are ordered to report to the shop and then to the job and from job to job, and return to the shop, they shall be paid for the time spent traveling and shall be furnished transportation by the Employer. Under these conditions the Zone 1 rate and any applicable overtime will be paid.

Electricians (outside classification)

Zone 2: \$50.00 per diem to be paid for work 30 miles outside of Santa Fe and 60 miles outside of Albuquerque. No per diem in Los Alamos county.

Glaziers

- (1) When out-of-town travel is required, the employer shall pay the employee for suitable lodging with no more than two people per room and \$20.00 per night for food.
- (2) Employees required to use a personal vehicle for travel to a jobsite beyond a 30 mile radius of the main post office in town where the employer's shop is located shall be compensated at the current Internal Revenue Service (IRS) rate for actual mileage incurred beyond the 30 mile radius, plus their regular rate of pay for travel time.

Ironworkers

- (1) Travel more than 50 miles from the interchange of Interstate 40 and Interstate 25 or from the employee's home should be paid at \$9.00 per hour.
- (2) If travel is within Santa Fe county, travel time shall be paid at \$3.00 per hour.

Laborers

- (1) Type A:
 - (a) Work travel between 50 and 85 miles from the employer's primary address should be compensated at \$3.50 per hour.
 - (b) Work travel 86 miles or greater from the employer's primary address should be compensated at \$5.00 per hour.
- (2) Types B and C:
 - (a) Work travel under 50 miles is a "free zone";
 - (b) The municipal limit of the city of Santa Fe is \$30.00 per day;
 - (c) Work travel between 50 and 75 miles from the union hall to include the municipal limits of Estancia, Grants, and Socorro is \$40.00 per day.
 - (d) All work over 75 miles from the union hall is \$50.00 per day.
- (3) Type H – no zone subsistence pay:
- (4) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.

Millwrights

- (1) Work travel between 76 and 150 miles should be compensated at \$50.00 per day.
- (2) Work travel greater than 150 miles should be compensated at \$75.00 per day.

Operating Engineers

- (1) Type A operators should be compensated for zone and subsistence as follows:
 - (a) Work travel between 50 and 85 miles from the interchange of Interstate 25 and Interstate 40 in Albuquerque, or from the Farmington City Hall in Farmington, should be compensated at \$2.50 per hour.
 - (b) Work travel 86 miles or more from the interchange of Interstate 25 and Interstate 40 in Albuquerque or from the Farmington City Hall in Farmington, should be compensated at \$4.00 per hour.
- (2) Type B and C operators:
 - (a) Base points for operators are 30 miles and beyond:
 - (i) Bernalillo county courthouse in Albuquerque;
 - (ii) State capital building in Santa Fe;
 - (iii) City hall in Farmington.
 - (b) Zone and subsistence for Albuquerque and Santa Fe are as follows:
 - (i) work travel between 30 and 50 miles from the base point compensated at \$20.00 per day;
 - (ii) work travel between 51 and 100 miles from the base point compensated at \$45.00 per day;
 - (iii) work travel over 100 miles from the base point that involves an overnight stay compensated at \$75.00 per day.
 - (c) Zone and subsistence for Los Alamos county, \$50.00 per day.
 - (d) Zone and subsistence for Farmington is as follows:
 - (i) work travel between 35 and 75 miles from the base point compensated at \$45.00 per day,
 - (ii) work travel over 100 miles from the base point compensated at \$75.00 per day.
 - (e) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.
- (3) Type H operators are not eligible for zone and subsistence pay.

Painters

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.



- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

Paper hangers

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.
- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

Plasterers

- (1) Employees who travel from Albuquerque to Santa Fe should be compensated at \$20.00 per day.
- (2) Except for employees who travel from Santa Fe to Albuquerque, work travel 75 miles or more from the employer's office over the most typically traveled route should be compensated at \$5.00 per hour and capped at \$40.00 per day.

Plumbers and pipefitters

- (1) Work travel for 90 or more miles from an employee's primary residence, and involving an overnight stay, should be compensated at \$80.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.
- (3) Los Alamos county workers receive \$0.80 per hour incentive pay plus base and fringe.

Roofers

Work travel requiring an overnight stay should be compensated at \$35.00 per day for food. Employer should provide and pay for a suitable hotel. When employees are assigned to jobs located 60 or more miles from the employer's place of business, transportation to and from the job site must be provided.

Sheet metal workers

- (1) Work travel 90 miles or more from contractor's home base and employee's home, should be paid at \$80.00 per day subsistence pay plus base and fringe, regardless of county.
- (2) Los Alamos county: \$2.00 per hour incentive pay plus base and fringe.
- (3) Workers living 60 or more miles from a San Juan county job site receive \$3.00 per hour subsistence pay plus base and fringe.

Soft floor layer

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$3.13 per hour above base pay.
- (4) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.
- (5) When the employee is directed to report to a job site and the distance to the job site requires the employee to stay out of town overnight, the employer shall provide housing arrangements for the affected employees.

Sprinkler fitters

- (1) Work travel between 60 and 80 miles from the employee's primary residence should be compensated at \$22.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$32.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$120.00 per day.
- (4) No zone or subsistence pay shall be paid when the employer provides daily transportation and the employee elects to travel back and forth from home.

"General Decision Number: NM20230016 06/09/2023

Superseded General Decision Number: NM20220016

State: New Mexico

Construction Type: Building

County: Curry County in New Mexico.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$16.20 per hour (or

| the applicable wage rate |
| listed on this wage |
| determination, if it is |
| higher) for all hours |
| spent performing on the |
| contract in 2023. |

|_____ |_____ |

|If the contract was awarded on|. Executive Order 13658 |

|or between January 1, 2015 and| generally applies to the |

|January 29, 2022, and the | contract. |

|contract is not renewed or |. The contractor must pay all|

|extended on or after January | covered workers at least |

|30, 2022: | \$12.15 per hour (or the |

| applicable wage rate listed |

| on this wage determination,|

| if it is higher) for all |

| hours spent performing on |

| that contract in 2023. |

|_____ |_____ |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/06/2023
1	03/03/2023
2	03/31/2023
3	06/09/2023

CARP1319-008 01/01/2023

Rates Fringes

CARPENTER

Metal Stud Installation

Only.....	\$ 27.70	12.12
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ELEC0611-020 01/01/2023

Rates Fringes

ELECTRICIAN

Excluding Low Voltage

Wiring for Alarms

Zone 1.....	\$ 36.75	12.77
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ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Artesia-12 miles, Belen-12 miles, Carlsbad-12 miles, Carrizozo-12 miles,

Clovis-12 miles, Espanola-14 miles, Farmington-6 miles, Gallup-10 miles, Hobbs-12 miles, Las Vegas-8 miles, Los Lunas-12 miles, Lovington-12 miles, Portales-12 miles, Raton-6 miles, Roswell-12 miles, Ruidoso-12 miles, Santa Fe-10 miles, Tucumcari-6 miles.

ZONE 2: Extending up to 20 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 9% above Zone 1 rate.

ZONE 3: Extending up to 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 15% above Zone 1 rate.

ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 26% above Zone 1 rate.

ENGI0953-007 06/01/2016

Rates Fringes

Power Equipment Operator

(2) Roller(Dirt and Grade Compaction).....	\$ 21.97	6.10
(4) Bobcat/Skid Loader, Loader (Front End).....	\$ 22.81	6.10
(8) Crane.....	\$ 26.10	6.10

* IRON0495-009 01/01/2023

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 28.05 18.11

IRONWORKER, STRUCTURAL (Metal
Building Erection Only).....\$ 28.05 18.11

PLUM0412-007 01/01/2022

Rates Fringes

PIPEFITTER (Including HVAC
Pipe Installation).....\$ 36.40 13.90

PLUMBER (Excluding HVAC Pipe
Installation).....\$ 36.40 13.90

SHEE0049-012 01/01/2023

Rates Fringes

Sheet Metal Worker (HVAC Duct
and System Installation Only)....\$ 35.44 18.42

* SUNM2010-004 11/09/2010

Rates Fringes

BOILERMAKER.....\$ 21.77 3.98

BRICKLAYER.....\$ 20.36 5.74

CARPENTER (Acoustical Ceiling Installation Only).....	\$ 20.79	0.00
CARPENTER (Form Work Only).....	\$ 19.79	6.14
CARPENTER, Excludes Acoustical Ceiling Installation, Batt Insulation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 20.86	0.35
CEMENT MASON/CONCRETE FINISHER...	\$ 17.72	3.72
DRYWALL FINISHER/TAPER.....	\$ 19.64	2.75
DRYWALL HANGER.....	\$ 21.38	5.35
ELECTRICIAN (Low Voltage Wiring for Alarms).....	\$ 28.25	6.62
FLOOR LAYER: Carpet.....	\$ 22.31	0.30
GLAZIER.....	\$ 20.15	3.95
INSULATOR - BATT.....	\$ 24.44	8.43
IRONWORKER, REINFORCING.....	\$ 20.84	7.68

IRONWORKER, STRUCTURAL,

Excludes Metal Building

Erection.....\$ 22.20 8.06

LABORER: Common or General.....\$ 15.15 ** 4.38

LABORER: Landscape &

Irrigation.....\$ 10.60 ** 0.24

LABORER: Mason Tender - Brick...\$ 13.77 ** 4.35

LABORER: Mason Tender -

Cement/Concrete.....\$ 11.51 ** 0.85

LABORER: Pipelayer.....\$ 13.78 ** 2.20

OPERATOR: Backhoe.....\$ 22.13 4.30

OPERATOR: Forklift.....\$ 21.13 4.83

OPERATOR: Grader/Blade.....\$ 22.04 4.70

PAINTER: Brush, Roller and

Spray, Excludes Drywall

Finishing/Taping.....\$ 16.58 1.75

PLASTERER.....\$ 17.65 7.15

ROOFER.....\$ 13.24 ** 0.50

SHEET METAL WORKER, Excludes

HVAC Duct and Unit

Installation.....\$ 22.01 9.65

TILE FINISHER.....\$ 14.02 ** 0.00

TILE SETTER.....\$ 19.00 0.00

TRUCK DRIVER: Dump Truck.....\$ 16.14 ** 5.48

TRUCK DRIVER: Pickup Truck.....\$ 15.91 ** 3.13

TRUCK DRIVER: Water Truck.....\$ 16.25 5.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"