

**SANTA FE COUNTY
HOUSING AUTHORITY DEPARTMENT**

INVITATION FOR BID



**ASBESTOS ABATEMENT
REMOVAL AND REMEDIATION FOR
PUBLIC HOUSING UNIT
18 CAMINO DE JACOBO**

IFB# 2021-0046-HA/KE

OCTOBER 2020

**SANTA FE COUNTY
ASBESTOS ABATEMENT REMOVAL AND
REMEDICATION FOR HOUSING UNIT
18 CAMINO DE JACOBO**

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**SANTA FE COUNTY
IFB NO. 2021-0046-HA/KE
ASBESTOS ABATEMENT REMOVAL AND
REMEDICATION FOR HOUSING UNIT
18 CAMINO DE JACOBO
(NM State Commodity Code 91065)**

The Santa Fe County Public Housing Authority is requesting bids to procure a licensed construction company for asbestos abatement removal and remediation to a public housing unit located at 18 Camino de Jacobo, in Santa Fe County. The work consists of Asbestos Abatement Removal and Remediation of a three bedroom, one bath unit.

The housing site is public housing and this procurement and the terms and conditions of the construction contract are governed by regulations of the U.S. Department of Housing and Urban Development (HUD).

All bids must be received by 2:00 PM (MST) on November 12, 2020 at the Santa Fe County Purchasing Division, 102 Grant Avenue, Santa Fe, NM 87501. By submitting a bid for the requested materials and/or services, each firm is certifying that their bid is in compliance with the regulations and requirements stated within the IFB. Bids may be held for ninety (90) days subject to action by Santa Fe County. Santa Fe County reserves the right to reject any and all bids in part or in whole.

A MANDATORY Pre-Bid Conference & Site Visit will be held on October 21, 2020, at 10:00 AM (MDT) at the 18 Camino de Jacobo Housing Site, Santa Fe County, N.M. 87507. Acknowledgement of Receipt Forms MUST be returned to kkemery@santafecountynm.gov by October 20th to schedule our site visit in a COVID safe manner.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Information on Invitation for Bid packages is available by contacting Karen K. Emery, Procurement Specialist Senior, Santa Fe County, by telephone at (505) 992-6759, or by email at kkemery@santafecountynm.gov . A copy of the advertisement information will also be located on the Santa Fe County website: http://www.santafecountynm.gov/asd/current_bid_solicitations

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE ACCEPTED.

Santa Fe County Housing Department
Publish: October 11 and 12, 2020

INSTRUCTIONS FOR BIDDERS

Interested bidders should return by e-mail, the Acknowledgement of Receipt Form that accompanies the IFB (Appendix A). The form should be legibly completed and signed by an authorized representative of the organization, dated and returned by close of business on October 20, 2020 to help us track who will be attending the MANDATORY Pre-Bid Site Visit. COVID safe practices will be followed; Masks will be worn at all times, social distancing will be in place, remaining at least 6 feet apart, and no more than 10 people to gather at one time.

This project is a single dwelling unoccupied Public Housing unit at 18 Camino De Jacobo, Santa Fe, NM. Owned and Operated by the Santa Fe County Housing Authority. The dwelling consists of three bedrooms and one bathroom. (Specifications and Drawing attached)

Bids are requested by Santa Fe County Housing Authority for Remediation and Construction Services to remediate all asbestos and mold from the existing unit located at 18 Camino de Jacobo, Santa Fe County. The work consists of removal of all asbestos and mold from this unit by taking it to bare frame with all material being disposed of by the Contractor at a code legal asbestos and or remediation disposal facility. All other materials are to be disposed of at a code legal landfill. Once abatement and Remediation is complete, a 3rd party independent final clearance air sampling will confirm the cleanliness of the abated and remediated residence. The residence will be rebuilt with new material to its original configuration as stated in the scope of work. All required permits are the responsibility of the contractor. Contractor must have both a GB98 License and a GS29 License specializing in Asbestos and Mold Abatement removal.

The housing site is public housing and this procurement and the terms and conditions of the construction contract are governed by regulations of the U.S. Department of Housing and Urban Development (hereafter referred to as “HUD”). The HUD-5369 and 5369-A forms govern this procurement, bid preparation and submission (see Appendices). All references to “Paragraph 1 of HUD 5369” or “any Paragraphs of HUD-5370 EZ” are references to an applicable HUD requirement or instruction. Bids are required to be prepared and submitted in accordance with Paragraph 1 (Bid Preparation and Submission) of HUD-5369 and HUD-5369-A.

Objective

The objective of this project is to remediate all asbestos and mold from this unit by taking it to bare frame with all material being disposed of by the Contractor at a code legal asbestos and or remediation disposal facility. All other materials are to be disposed of at a code legal landfill. Once abatement and Remediation is complete, a 3rd party independent final clearance air sampling will confirm the cleanliness of the abated and remediated residence. The residence will be rebuilt to the same configuration with all new material as stated in the scope of work.

1. SCOPE OF WORK:

The work under this contract is located at 18 Camino de Jacobo within Santa Fe County, New Mexico. The work consists of:

A. Asbestos Abatement

Includes the removal and abatement of:

1. All interior drywall within the unit, excluding the utility closet.
2. The removal of all floor tile including all adhesive materials used for flooring.
3. Removal of all interior and exterior doors, including door casings and screen doors.
4. Baseboards, window trim, closet shelving.
5. Light fixtures interior and exterior, wall receptacles, Light switches.
6. Kitchen cabinetry, sinks, plumbing fixtures.
7. Bathroom tub surround, bath fan, vanity cabinet, sinks, plumbing fixtures and shower faucets.

All asbestos containing materials and mold containing materials are to be disposed of by the Contractor at a code legal asbestos and or remediation disposal facility. All other materials are to be disposed of at a code legal landfill.

Once abatement and remediation is complete, a 3rd party independent final clearance air sampling will confirm the cleanliness of the abated and remediated residence.

B. Reconstruction of the unit consists of the following:

1. INTERIOR: Replace all:

- a) Batt insulation with a code rated R value in ceilings and walls.
- b) Drywall, tape texture caulking and painting interior and exterior of entire unit.
- c) (Paint will be provided by the Housing Authority)
- d) Baseboard with colonial base. (finger joint is acceptable)
- e) Tile in the unit with Alternatives color AL 126 vinyl composition tile.

2. Closet: Replace all:

- a) shelving,
- b) closet rods,
- c) supports and fasteners.

3. LIGHTING: Replace all:

- a) Hampton Bay 370-830 lighting installed in the bedroom, dining room and kitchen.
- b) Hampton bay 69-230 sconces installed in the hallway.
- c) Replace all receptacles with Leviton No. CBR 15 light almond or comparable
- d) matching covers.
- e) Replace all switches with Leviton standard light almond or comparable with matching covers.

4. DOORS; Replace all (interior and exterior):

- a) Exterior doors will be replaced with insulated pre hung steel six panel doors including the storage room door.
- b) Exterior door casing to be brick mold casing.
- c) Screen doors will be replaced with security doors model Unique home designs SU Casa 546968.
- d) Passage door knob hardware and deadbolt hardware for exterior doors will be replaced
- e) with Kwikset deadbolts and passage sets.
- f) All interior doors will be replaced with hollow core smooth face pre hung doors colonial
- g) casing included. (finger joint is acceptable)
- h) New door knob and wall stops will be installed at all swinging interior doors.
- i) New privacy and passage hardware will be replaced on interior doors.

5. BATHROOM; Replace all fixtures in unit:

- a) The bathtub is to be a new white Am-cast, 60 Inch tub.
- b) American Standard double handle faucets with diverter spout and drain fixtures.
- c) Tub stall will have white 6x6 ceramic tile from top of the tub to the ceiling on three sides.
- d) A new 60 Inch Hampton Medium Oak cabinet, installed in the same configuration as the existing bathroom layout.
- e) A double bowl cultured marble sink with American Standard double handle faucets, drain fixtures and new supply lines.
- f) A toilet tissue holder and two towel holders one 18 inch and one 24 inch.
- g) Exhaust fan with light is to be installed in the ceiling.
- h) Hampton Bay 108-898 bathroom lighting.
- i) Vanity Mirror 60 inch by 30 Inch installed over the bathroom vanity.
- j) American standard toilet is to be installed in the bathroom.

6. KITCHEN; Replace all fixtures:

- a) Cabinets will be replaced with Hampton Medium Oak cabinets in the same configuration as the existing cabinets.
- b) Counter tops are to be Formica Hampton Bay CZ2 5822- 52.
- c) Sink will be an American standard double bowl sink.
- d) Under cabinet florescent light will be installed above the kitchen sink
- e) American Standard double handle faucets, drain fixtures and supply lines.
- f) A Broan range hood with a two speed fan and light.
- g) GE Natural Gas Range model #JGB630DEK2WW.
- h) GE Refrigerator model GTS17DTNBRWW.

7. EXTERIOR:

- a) Re-stucco the entire exterior of the unit according to manufacturer recommendations with a STO, 101 stucco system. Color is to be Navajo White# 01007.
- b) Remove and dispose of the satellite dish from the unit.
- c) Remove all false lintels above all of the windows. Lathe, patch and flush out the lintels and finish with new stucco.
- d) Replace all window sills. The existing windows will all remain in place and should be cleaned inside and outside.
- e) The yard will be raked and all debris, weeds and shrubbery will be removed from the exterior and taken to a code legal landfill.

The bid shall be in the form of lump sum pricing as listed in the bid form.

Bids shall be prepared and submitted in accordance with the requirements at Paragraph 1 (Bid Preparation and Submission) of HUD-5369.

- 2. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** Bids due by **2:00 PM (MDT) on Thursday, November 12, 2020** at the Santa Fe County Purchasing Division, 102 Grant Avenue, Santa Fe, NM 87501.
- 3. **SPECIFICATIONS:** The construction shall be in accordance with the International Residential Code (IRC) 2006, and the New Mexico Building Code (Residential) and Accessibility Standard ICC/ANSI A117.1-2003.
- 4. **CONTRACT TIME:** The number of days for the completion of work at the housing site is a total of **90 days**. “Days” as used herein are calendar days.
- 5. **COPIES OF BIDDING DOCUMENTS:** Bidders may obtain complete sets of the Bidding Documents by contacting Karen K. Emery, Santa Fe County, by telephone at (505) 992-6759, email at kkemery@santafecountynm.gov or by visiting our website at http://www.santafecountynm.gov/asd/current_bid_solicitations.

Bidders shall use complete sets of Bidding Documents in preparing bids; the County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

No license or grant of use of the bidding documents is conferred by issuance of copies of the bidding documents.

- 6. **BIDDER’S REPRESENTATIONS:** All bidders are required to submit as part of their bid a completed and signed HUD-5369-A form, “Representations, Certifications, and Other Statements of Bidders” which is attached by reference to this solicitation. Bidders note that Paragraph 8 (Indian-Owned Economic Enterprise) of the HUD-5369-A is not applicable to this project. In addition, by submitting a bid a bidder represents that: a) the bidder has read and understands the Bid Documents and Contract Documents; b) the

bidder has visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents; d) the bidder has familiarized itself with federal and state laws, and regulations affecting performance of the Work; and e) the bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the County may rely on these representations and the certifications made in the HUD-5369-A.

7. **THE CONTRACT DOCUMENTS:** The Contract Documents consist of the Construction Contract with all the required documentation and bonds, Specifications and Addenda; the HUD-5370 EZ; Santa Fe County's Supplemental Conditions, and all the documents required by the HUD-5369.

8. **INTERPRETATIONS/ADDENDA:** All questions about the meaning or interpretations of any part of this IFB shall be submitted to the Procurement Manager in writing. Addenda will be considered "Amendments" as described at Paragraph 2 (Explanations and Interpretations to Prospective Bidders) and Paragraph 3 (Amendments to Invitations for Bids) of HUD-5369. Replies will be issued by written Addenda e-mailed or delivered to all parties recorded by the printer, as having received the bidding documents at least seven (7) calendar days before the scheduled bid opening date. Questions received less than seven (7) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Written questions or inquiries in relation to the Invitation for Bid will be directed to:

Karen K. Emery, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grants Avenue
Santa Fe, NM 87501
Ph. (505) 992-6759
Fax (505) 989-3243
Email – kkemery@santafecountynm.gov

Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

Addenda will be issued no later than seven (7) working days prior to the date for receipt of bids except an Addendum withdrawing the IFB or an Addendum that postpones the date for receipt of bids.

As required by Paragraph 3 of HUD-5369, bidders shall ascertain prior to submitting a bid that the bidder has received all Addenda and bidders shall acknowledge receipt of all Addenda in the bid.

9. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- A. The Contractor, in the bid documents, must identify in writing to the County those portions of the work that it proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the County's written consent.
- B. Any subcontractor who will be providing more than \$5,000 for any service must be listed on the Subcontractor Listing. Subcontractors must be qualified in accordance with Paragraph 37 (Subcontracts) of HUD-5370 EZ and bidders must comply with Paragraph 38 (Subcontracting with Small and Minority Firms) of HUD-5370 EZ.
- C. A subcontractor who submits a bid valued at more than sixty thousand dollars (\$60,000) for a County project is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978). The registration number shall be provided in the bid submitted by the Contractor in the space provided for subcontracts with work proposed. After the bid opening, the registration numbers will be verified by the County and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be non-valid and the subcontractor does not provide proof of the required registration for itself or its subcontractors for work proposed over the sixty thousand dollars (\$60,000).
- D. The Contractor will not be required to employ any other subcontractor, other person or organization against whom he has reasonable objection.

- 10. SUBSTITUTIONS:** The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to the receipt of bids.

- 11. WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT:** The Contractor shall be required to fully comply with the Federal Wage Rate Determination. Each **prime contractor and subcontractors** must be registered "active" with the New Mexico Department of Workforce Solutions / Public Works **at the time of the bid opening**. The contractor shall provide its registration number where indicated on the Bid Proposal Form. The registration of each subcontractor with the Labor and Industrial Division of the New Mexico Department of Workforce Solutions proposing to do work valued at more than sixty thousand dollars (\$60,000) shall be provided by the successful bidder prior to award and listed on the designated space on the Subcontractor Listing form.

12. BID FORM:

- A. The Bid Form is included in the bidding documents; additional copies may be obtained from the Santa Fe County Purchasing Division.
- B. Bid Forms must be completed in either ink or typewritten. The bid price of each item on the form must be stated in numerals and written words; in case of an error in extensions in the unit price schedule, the unit price shown in written words shall govern.
- C. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate office accompanied by evidence of authority to

sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- D. Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The bid form shall indicate the bidder's acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

13. **BID SECURITY:** Each individual bid shall be accompanied by bid security of not less than 5% of the amount of the bid in conformity with the requirements of Paragraph 9 of HUD-5369 (Bid Guarantee).

The County has the right to retain the bid security of bidders to whom an award is being considered until either the construction Contract has been executed and bonds, if required, have been furnished or the specified time has elapsed so that bids may be withdrawn or all bids have been rejected.

14. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.

15. **QUALIFICATION OF BIDS:** All bidders and subcontractors must have a valid New Mexico Contractor's License appropriate to the work herein specified at the time the bid is submitted.

16. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the Advertisement for Bids and in conformity with Paragraph 1 (Bid Preparation and Submission) of HUD-5369. Bids shall be enclosed in an opaque sealed envelope, marked with the project title and number, name and address of the bidder, N.M. License Number, and accompanied by the list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

Karen K. Emery, Procurement Specialist, Senior
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, NM 87501

17. **MODIFICATION AND WITHDRAWAL OF BIDS:** Late submissions, Modifications, and withdrawals are governed by Paragraph 5 (Late Submissions, Modifications, and Withdrawal of Bids) of HUD-5369.

18. **GROSS RECEIPTS TAXES:** The amount of the lump sum bids shall not include applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The

applicable Gross Receipts Tax or applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.

19. **BID OPENING:** Bids received by the date and time for receipt of bids will be opened publicly and the base bid and any alternates will be read aloud.

20. **BID OPENING PROCEDURE:** The person or persons opening the bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive bidder and the bid amount(s). If any requirements have not been met, the bid shall be deemed non-responsive and disqualified. Each bid shall be reviewed for the following:
 - A. Bid Proposal – Include name of bidder, type of organization, contractor’s license number and Workforce Solutions registration number and all required signatures.
 - B. Bid Form- Include acknowledgement of all addenda, if applicable, bidder’s name, title, address, telephone number, contractor’s license number and type, and all required signatures.
 - C. Bid Sheets-Include best price offered, excluding GRT.
 - D. Bid Bond-Include all required notarized signatures. Shall be in the form required by Paragraph 9 (Bid Guarantee) of HUD-5369 and made payable to Santa Fe County or a surety bond issued by a surety.
 - E. Subcontractor’s Listing Form- List of all subcontractors performing work over \$5,000, include name, address, telephone number, license number and **active** NM Department of Workforce Solutions Registration Number.
 - F. Campaign Contribution Disclosure Form-Completed and signed
 - G. Representations, Certifications & Other Statements of the Bidders (HUD 5369 A)- Completed and signed
 - H. Previous Participation Certification (HUD-2530 form), if applicable-Completed and signed

IF ANY OF THESE REQUIREMENTS ARE NOT MET, THE BID IS NON-RESPONSIVE AND WILL BE DISQUALIFIED. ANY DISQUALIFIED BID WILL NOT BE READ.

21. **BIDS TO REMAIN OPEN:** All bids shall remain open for ninety (90) days after the day of the bid opening.

22. **AWARD OF CONTRACT:** Award of the construction Contract shall be made in conformity with Paragraph 8 (Contract Award) of HUD-5369.

23. **LIQUIDATED DAMAGES:** Liquidated Damages in the amount of one hundred dollars (\$150.00) per day shall be assessed in accordance with Paragraph 33 (Liquidated Damages) of HUD-5370 EZ.

24. **PREFERENCES IN EQUIPMENT OR MATERIALS:** In the construction of this project, the County has no preference for any process, type of equipment, or kind of material, but will consider all processes, types of equipment or kinds of material offered

on a usual competitive basis if they are in fact equal to that specified and will accomplish the purpose intended. The County is the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact equal to that specified.

25. **LICENSE OR FEES:** As required by Paragraph 12 (Permits and Codes) of HUD-5370 EZ, the Contractor is responsible for payment of all permits, fees or licenses necessary for the proper execution of the work, as well as obtaining any permits and inspections required by County or State Code.
26. **TESTS:** As required by Paragraph 20 (Inspection and Acceptance of Construction) of HUD-5370 EZ, the Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed conforms to the Contract requirements.
27. **COLLUSION:** No bidder shall submit more than one bid in response to this IFB. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
28. **QUANTITIES:** The quantities set forth in the bid proposal are estimated quantities on which bids will be compared and which will be the basis for award of contract. Payment will be made for the work actually performed.
29. **PROTEST PROCEDURE:** Any bidder who is aggrieved in connection with this procurement may protest to the County Procurement Manager as indicated at Paragraph 7 (Service of Protest) of HUD-5369. The protest must be in writing and be submitted within fifteen (15) days after the facts or occurrence. The complete procedures and requirements regarding protests and resolution of protests are available from the Santa Fe County Purchasing Division upon request.
30. **CONTRACTOR'S QUALIFICATION STATEMENT:** The bidder to whom award of a Contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents.
31. **BOND REQUIREMENTS – PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BOND:** If awarded the contract, a bidder shall furnish bonds covering the faithful performance of the construction contract and payment of all obligations arising thereunder. The amount of the Performance and Labor & Material Payment Bonds shall each be equal to 100% of the Contract Sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.
32. **TIME OF DELIVERY AND FORM OF BONDS:** The bidder shall deliver the required bonds to the County no later than seven (7) days following the date indicated in

the Notice to Proceed issued by the County. If the Work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished and delivered in accordance with this Section. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

33. **WARRANTY:** In accordance with Paragraph 23 (Warranty of Construction) of HUD-5370 EZ, the contractor shall furnish a written warranty of workmanship to the Procurement Manager for a period of one (1) year following the date of final acceptance of the work by the County. In addition, as required by Paragraph 22 (Warranty of Title) of HUD-5370 EZ, the Contractor warrants good title free of liens to all materials, supplied and equipment incorporated in the work.
34. **NOTICE OF AWARD:** In conformity with Paragraph 8 (Contract Award) of HUD-5369, a written Notice of Award shall be issued by the County after review and approval of the bid and related documents.
35. **TWO OR MORE INDENTICAL BIDS:** If two or more identical low bids are received, the County will apply the procedures outlined in Paragraph 17 of the County Purchasing Regulations.
36. **CANCELLATION OF AWARD:** When in the best interest of the public, the County may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the County.
37. **NOTICE TO PROCEED:** The County will issue a written Notice to Proceed and a purchase order to the contractor stipulating the date from which contract time will be charged and the date contract time is to expire, subject to valid modifications in accordance with the Contract Documents.
38. **FAILURE TO EXECUTE CONTRACT:** Failure of the contractor to return the signed contract within ten (10) calendar days after the date of the Notice of Award or to provide the County with required certificates of insurance, performance and payment bonds within the time frame set forth in the Contract Documents shall be cause for the cancellation of the award. The award may then be made to the next lowest responsive bidder, or the work may be re-advertised and constructed under contract or otherwise, as the County may decide.
39. **INSURANCE REQUIREMENTS:** At a minimum upon execution of the Agreement between the County and the Contractor, the Contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County for the insurance coverage required at Paragraph 36 (Insurance) of HUD-5370 EZ.
40. **SUBCONTRACTOR PERFORMANCE AND PAYMENT BOND:** A subcontractor whose work to be performed on a public works building project is one hundred thousand

twenty five dollars (\$125,000) or more shall submit a performance and payment bond in the amount of the work they are to perform on the project. These bonds will be submitted within the stated (10) calendar days after the date of the Notice to Proceed.

41. **OPERATIONS AND MAINTENANCE MANUALS:** At the completion of the project, the contractor shall submit to the County two (2) copies of a three ring binder with all maintenance and operations instructions for all systems and items constructed or installed.
42. **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks. Federal law 18 USC § 874 also prohibits kickbacks in the procurement of projects involving federal funds.
43. **SUFFICIENT APPROPRIATION:** Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
44. **NUMBER OF BIDS ACCEPTED:** Bidders shall submit only one (1) bid in response to this IFB.
45. **DOUBLE-SIDED DOCUMENTS**

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution No. 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse..."all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County".
46. **LIVING WAGE:** Contractor shall comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

BID PROPOSAL

**IFB NO. 2021-0046-HA/KE
ASBESTOS ABATEMENT REMOVAL AND
REMEDICATION FOR HOUSING UNIT
18 CAMINO DE JACOBO**

To Santa Fe County, State of New Mexico, Owner:

In compliance with the information for Bidders and in strict conformance with the HUD-5369 and HUD 5370 EZ, and the Contract Documents, _____, hereinafter called the Bidder, organized and existing under the laws of the State of New Mexico as a _____ (type of business or legal entity), hereby proposes to perform all the WORK required for the construction of the RENOVATION FOR PUBLIC HOUSING UNIT, 18 CAMINO DE JACOBO, located in Santa Fe County, New Mexico.

The undersigned declares that the only person or parties interested in the proposal as principals are those named herein; that the proposal is made without collusion with any person, firm or corporation; that it has carefully examined the specifications, including special provisions, if any, and that it has made a personal examination of the site of the work, that it is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that it understands that the quantities are approximate only and subject to increase or decrease, and that it is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement within ten (10) days, or such further time as may be allowed in writing by Santa Fe County after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case I do not, the Santa Fe County may proceed to award the contract to others.

We hereby agree to commence the work within fifteen (15) days, or such further time as may be allowed in writing by Santa Fe County after notification to proceed.

The undersigned proposes to guarantee all work performed under these plans, specifications and contract for one year after acceptance by the County and repair and maintain same until the date of acceptance by Santa Fe County.

Signature-Title

(Corporate Seal)

Corporate Name

Address

City, State, Zip Code

Names of individual members of firms or names and titles of all officers of Corporation.

Corporation organized under the Laws of the State of

New Mexico Contractor's License No.

NM Department of Workforce Solutions,
Public Works Labor Enforcement Fund
Registration Number:

BID FORM

IFB NO. 2021-0046-HA/KE
ASBESTOS ABATEMENT REMOVAL AND
REMEDICATION FOR HOUSING UNIT
18 CAMINO DE JACOBO
CONTRACTING AGENCY AND OWNER

FROM: _____

hereinafter called "Bidder".

TO: Santa Fe County
142 West Palace Avenue
Santa Fe, New Mexico 87501

hereinafter called "CONTRACTING AGENCY",

BID FOR: **ASBESTOS ABATEMENT REMOVAL
AND REMEDIATION FOR
PUBLIC HOUSING UNIT
IFB# 2021-0046-HA/KE**

PROJECT:

Purchasing Division:

The bidder has familiarized itself with the existing conditions on the project area affecting the cost of the work and all documents which include:

- A. Advertisement for Bids
- B. Instructions for Bidders
- C. Bid Proposal
- D. Bid Form
- E. Bid Sheets
- F. Bid Bond
- G. Performance Bond
- H. Labor and Material Payment Bond
- I. Certification of Subcontractor Regarding Equal Employment Opportunity
- J. Non-Collusion Affidavit of Subcontractor
- K. Subcontractor Listing – \$5,000 threshold
- L. Acknowledgement of Receipt of Invitation to Bid Form
- M. Campaign Contribution Form
- N. Sample Construction Contract & HUD-5370 EZ
- O. Instruction to Bidders for Contract Public and Indian Housing Programs HUD-5369
- P. Representations, Certifications, and Other Statements of Bidders HUD-5369 A
- Q. General Conditions for Construction Contracts Public Housing Programs HUD-5370 EZ
- R. Federal Wage Rate Determination
- S. Previous Participation Certification HUD-2530
- T. Sample Payment, Change Orders, Materials Stored, Payroll, Employee Interviews, & Partial Payment HUD Forms

- U. Form of Contractor’s Certificate and Release
- V. Federal Labor Standards Provisions
- W. Davis-Bacon Labor Standards
- X. All information provided in the Specifications and Drawings

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the construction of the RENOVATION FOR PUBLIC HOUSING UNIT AT 18 Camino de Jacobo in accordance with the above listed documents.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. Bidder has provided lump sum prices for the scope of work for the public housing site.

In submitting this bid, the Bidder understands that the right is reserved by Santa Fe County to reject any irregular bids or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that Santa Fe County intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form within ten (10) days after the agreement is presented for signature.

All Addenda pertaining to this Project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Date	Acknowledged by Bidder or Its Authorized Representative	Date Acknowledged
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of the proposal. It shall be the bidder’s responsibility to become fully advised of all Addenda prior to submitting his bid.

The Bidder agrees to commence work under this Contract within fifteen (15) days after, a date to be specified in a written "Notice to Proceed" from Santa Fe County or its authorized agents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

This Bid Proposal contains the following:

- A. Bid Proposal
- B. Bid Form
- C. Bid Sheets
- D. Bid Bond
- E. Subcontractors Listing Form
- F. Campaign Contribution Disclosure Form
- G. HUD-5369-A Representations, Certifications & Other Statements of Bidders
- H. HUD-Previous Participation Certification, if applicable

Respectfully submitted:

Name of Bidder:

Official Address:

By: _____
(Signature)

Title: _____

Date: _____

Telephone No.: _____

*New Mexico Contractor's License Number and Types: _____

BID SHEETS

**IFB NO. 2021-0046-HA/KE
ASBESTOS ABATEMENT REMOVAL AND
REMEDICATION FOR HOUSING UNIT
18 CAMINO DE JACOBO**

Please offer your best price for the work required for the construction of the RENOVATION FOR ONE HOUSING UNIT LOCATED AT 18 CAMINO DE JACOBO. The lump sum base bid must include pricing for materials, equipment, labor, travel, and fees for any required permitting. Be advised that award may be made without discussion with bidders on offers received.

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1	<i>Public Housing Unit Renovation at 18 Camino de Jacobo site.</i>	\$ _____

LUMP SUM BASE BID: _____

LUMP SUM WRITTEN IN WORDS (BASE BID): _____

BID BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____ hereinafter called the PRINCIPAL, as PRINCIPAL and the _____, of _____ a Corporation duly organized under the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto Santa Fe County, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of _____ DOLLARS (\$_____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2020, for the construction of the Asbestos Abatement Removal & Remediation for 18 Camino de Jacobo, in Santa Fe County, New Mexico.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond of bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof of in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party of perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

C. SIGNED AND SEALED THIS _____ DAY OF _____, 2020.

BIDDER

(SEAL)

By: _____
PRINCIPAL

WITNESS

By: _____
SURETY

WITNESS

Title: _____

PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL, hereinafter called the PRINCIPAL and _____, as SURETY, hereinafter called the SURETY, are held and firmly bound unto Santa Fe County, a New Mexico Municipal Corporation, hereinafter called the OBLIGEE, in the sum of _____ DOLLARS (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents;

B. WHEREAS, the Principal has a written agreement dated _____, 2020, entered into a contract with Santa Fe County for the Asbestos Abatement Removal & Remediation for 18 Camino de Jacobo, in Santa Fe County, New Mexico, in accordance with drawings and specifications prepared by Santa Fe County which contract is referenced made part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Surety hereby waives notice of an alteration or extension of time made by Santa Fe County.
2. Whenever Contractor shall be, and declared by Santa Fe County to be in default under the contract, Santa Fe County having performed the Santa Fe County’s obligation thereunder, the Surety may promptly remedy the default of shall promptly:
 1. Complete the contract in accordance with its terms and conditions, or
 2. Obtain a bid or bids for submission to Santa Fe County for completing the contract in accordance with its terms and conditions, and upon determination by Santa Fe County and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price” as used in this paragraph, shall mean the total amount payable by Santa Fe County to Contractor under the contract and any amendments thereto, less the amount properly paid by Santa Fe County to Contractor.
3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

B. SIGNED AND SEALED THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC

My Commission Expires:

PRINCIPAL

By: _____

Title: _____

Approved as to Form:

PRINCIPAL

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____
_____ as PRINCIPAL, hereinafter called the PRINCIPAL and
_____ as SURETY, hereinafter called the SURETY, are held and
firmly bound unto Santa Fe County, a New Mexico Municipal Corporation as an OBLIGEE, hereinafter
call Santa Fe County, for the use and benefit of any claimants as herein below defined, in the amount of
_____ DOLLAR (\$ _____) for the payment whereof Principal and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these
presents;

B. WHEREAS, the Principal has a written agreement dated _____, 2020,
entered into a contract with Santa Fe County for the Asbestos Abatement Removal & Remediation for 18
Camino de Jacobo, in Santa Fe County, New Mexico, in accordance with drawings and specifications
prepared by Santa Fe County which contract is referenced made part hereof, and is hereinafter referred to
as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used or
reasonably required for use in the performance of the contract, than this obligation shall be void;
otherwise, it shall remain in full force, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a
subcontractor of the Principal for labor, material, or both, used or reasonably required for use
in the performance of the contract, labor and material being construed to include that part of
water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly
applicable to the contract.
2. The above named Principal and Surety hereby jointly and severally agree with Santa Fe
County that every claimant as herein defined, who has not been paid in full before the
expiration of a period of ninety (90) days after the date on which the last of such claimant's
work or labor was done or performed, or materials were furnished by such claimant,
prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and
have execution thereof. Santa Fe County shall not be liable for payment of any cost or
expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the Principal, shall
have written notice of any two of the following: the Principal, Santa Fe County, or
the Surety above named, within ninety (90) days after such said claim is made,
stating with substantial accuracy the amount claimed and the name of the party to
whom the materials were furnished, or for whom the work or labor was done or
performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail,
postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any
place where an office is regularly maintained by said Principal, Owner, or Surety for
the transaction of business, or served in any manner in which legal process may be

served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

- 4. Whenever Contractor shall be, and declared by Santa Fe County to be in default under the contract, Santa Fe County having performed the Santa Fe County’s obligation thereunder, the Surety may promptly remedy the default of shall promptly:
 - a. Complete the contract in accordance with its terms and conditions, or
 - b. Obtain a bid or bids for submission to Santa Fe County for completing the contract in accordance with its terms and conditions, and upon determination by Santa Fe County and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price” as used in this paragraph, shall mean the total amount payable by Santa Fe County to Contractor under the contract and any amendments thereto, less the amount properly paid by Santa Fe County to Contractor.
- 5. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
- 6. No right of action shall accrue on this bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

b. SIGNED AND SEALED THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC

My Commission

Contractor – Principal

By: _____

Title: _____

Approved as to Form:

Surety

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

SUBCONTRACTOR LISTING

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.
3. The Bidder shall list the Subcontractor’s Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor. The awarded contractor will be required to provide signatures for all subcontractors listed on the subcontractor listing form.
4. For **all trades** that are listed **“only one bid received”** or **“no bid received”** the Contractor must list the names and telephone numbers of all businesses contacted for a quote.

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept. of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept. of Workplace Solutions Registration No.
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept. of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept. of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept. of Workplace Solutions Registration No.
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept. of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		

**CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF SUBCONTRACTOR

Subcontractor's Name: _____

Address: _____

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ___ No ___
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ___ No ___

Certification -- The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

(1) It is the _____ of _____, hereinafter referred to as the "Subcontractor".

(2) It is fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____.

(3) Such Subcontractors proposal is genuine and is not a collusive or sham proposal.

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2020.

Notary Public

My Commission Expires: _____

SUBCONTRACTS

A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from Santa Fe County.

B. No proposed subcontractor shall be disapproved by Santa Fe County except for cause.

C. The Contractor shall be as fully responsible to Santa Fe County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and Santa Fe County.

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM
FOR IFB #2021-0046-HA/KE**

**Asbestos Abatement Removal & Remediation for
Housing Unit 18 Camino de Jacobo**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that it has received a complete copy, beginning with the title page, and ending with the contractual documents. Completed forms must be submitted to Karen K. Emery no later than **Tuesday October 20, 2020**, to receive any addenda for this solicitation.

Only Bidders who return this form in a timely manner will receive copies of addenda to this IFB.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS: _____

DELIVERY ADDRESS: _____

By: _____ Date: _____
(Signature)

Name: _____
(Printed)

Title: _____

This name and address will be used for all correspondence related to the Invitation for Bids.

Karen K. Emery
Santa Fe County
Purchasing Division
102 Grant Avenue
Santa Fe, NM 87504
Phone: (505) 992-6759 Fax: (505) 989-3243
E-mail: kkemery@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award 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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

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

Print Name

APPENDIX C

Resident Veterans Preference Certification

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

Please check the box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 allows me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

**INSTRUCTIONS TO BIDDERS FOR CONTRACT
PUBLIC AND INDIAN HOUSING PROGRAMS**

HUD-5369

(<http://www.hud.gov/sites/documents/5369.pdf>)

APPENDIX E

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
BIDDERS**

PUBLIC AND INDIAN HOUSING PROGRAMS

HUD-5369-A

<http://www.hud.gov/sites/documents/5369-A.pdf>

APPENDIX F

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

PUBLIC HOUSING PROGRAMS

HUD-5370 EZ

(<http://www.hudexchange.info/resources/documents/HUD-Form-5370-EZ-General-Contract-Conditions-Small-Construction.pdf>)

APPENDIX G

PREVIOUS PARTICIPATION CERTIFICATION

HUD-2530

(<http://www.hud.gov/sites/dfiles/OCHCO/documents/2530.pdf>)

APPENDIX H

SAMPLE HUD FORMS

SCHEDULE OF AMOUNTS OF CONTRACT PAYMENTS HUD-51000
(<http://www.hud.gov/sites/documents/51000.docx>)

SCHEDULE OF CHANGE ORDERS HUD-51002
(<http://www.hud.gov/sites/documents/51002.docx>)

PAYROLL FORM WH-347
(<http://www.dol.gov/whd/forms/wh347.pdf>)

RECORD OF EMPLOYEE INTERVIEW HUD-11
<http://www.hudexchange.info/resources/documents/HUD-Form-11-Record-of-Employee-Interview.pdf>)

APPENDIX I

CERTIFICATE AND RELEASE

APPENDIX J

FEDERAL LABOR STANDARDS PROVISIONS

HUD-4010

<http://www.hud.gov/sites/documents/UPDATED4010.pdf>

APPENDIX K

**STATE OF NEW MEXICO WAGE RATES
(See Attached)**

APPENDIX L

**DAVIS-BACON - A CONTRACTOR'S GUIDE TO PREVAILING WAGE
REQUIREMENTS FOR FEDERALLY-ASSISTED CONSTRUCTION PROJECTS**

(<http://www.hudexchange.info/resources/documents/Making-Davis-Bacon-Work-Contractors-Guide-Prevailing-Wage-Requirements.pdf>)

APPENDIX M

**HUD-5370 EZ GENERAL CONTRACT CONDITIONS FOR SMALL
CONSTRUCTION/DEVELOPMENT CONTRACTS-
PUBLIC HOUSING PROGRAMS**

(<http://www.hudexchange.info/resources/documents/HUD-Form-5370-EZ-General-Contract-Conditions-Small-Construction.pdf>)

APPENDIX N

DRAWING
(See Attached)

APPENDIX O
SAMPLE SANTA FE COUNTY
CONSTRUCTION CONTRACT
(See Attached)