

San Juan College

BID DOCUMENT

Fire Suppression Systems Maintenance & Repairs

Bid Number: RFP 26-06502

Closing Date: 06/04/2026 14:00:00 MT

4601 College Blvd., Room 1100
Farmington, New Mexico, 87402
Telephone: (505) 566-3511
Fax: (505) 566-3075

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REFERENCE ONLY

I. Introduction

San Juan College ("the College") is requesting proposals from qualified, licensed contractors to provide **inspection, testing, maintenance, repair, and replacement services** for campus fire sprinkler systems and fire hydrants

A. Buyer Information

Buyer	Todd Bishop
Phone	505-566-3511
RFP Number	RFP 26-06502
Legal Ad Date	05/06/2026 MT
Freight Terms	FOB Destination Freight Included
Payment Terms	Net 30
Number of Responses Required	One (1), Using the College Online Procurement System.
Is Procurement for a Public Works Project?	No

B. Proposal Information

San Juan College (College) is requesting competitive sealed proposals with the intent of entering into a contract with a Fire inspection, testing, maintenance, repair, and replacement services Contractor (Offeror) for the purpose of providing the aforementioned services for all campus locations. All potential Offerors are to read, understand and accept the requirements of this Procurement. Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this procurement may result in the submitted proposal being declared non-responsive.

The purchase of Materials and/or Services awarded under this Procurement are subject to the College's Purchase Order Terms and Conditions as well as all statements contained within this Document. All terms and conditions of the Procurement shall remain unchanged for the duration of any resultant agreement(s) and shall supersede and take precedence over any Offeror agreement forms. Unless agreed to in writing by the College, additional or different terms proposed by the Offeror are hereby rejected.

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

Any and all clarifications of instructions, specifications, scopes, requirements, terms and conditions, insurances, bonds, proposal preparation, etc. shall be made only by the Buyer listed above. All requests for clarification or exceptions to instructions, terms and conditions, specifications, requirements, scopes, insurances, bonds, proposal

preparation, etc. must be made in writing, addressed to the Buyer listed above, issued through the College's Online Procurement System, and submitted no later than five (5) business days prior to the proposal closing date, or as indicated on the Online Procurement System. If appropriate, in the College's sole judgment, the College's Purchasing Department may issue a written addendum which shall thereafter become part of this Request for Proposals. No oral interpretations shall be binding upon the College unless reduced to a written addendum issued by the College's Purchasing Department prior to the proposal closing date and time.

Each Offeror, by submitting a response, represents that he/she has read and completely understands the procurement documents and agrees to abide by the terms of this procurement and any resulting agreement. Failure of the selected Offeror (Contractor) to fulfill the provisions of this document shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the College and will result in disqualification of the Offeror's proposal. Offerors must provide a brief written statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. **Section II.C.6. Terms and Condition Acceptance Form** Including any addenda, the terms, conditions and specifications contained in this document (Section II.C) along with any attachments and the Offeror's response(s) are hereby incorporated into all Purchase Orders issued as a result of this procurement. The College reserves the right to negotiate with a Contractor provisions in addition to those stipulated in this document. The contents of this document, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the resulting contract. Should an Offeror object to any of the College's terms and conditions (Section II.C), the Offeror must propose specific alternative language, in writing, that would be acceptable to the College by stating the requested changes in the Terms and Conditions Acceptance Form Section II C.6. The Purchase Order terms and conditions on the reverse side of the College's purchase order document are an equal and integral part of this procurement and are listed in Section II.C.3. (If not applicable, Section II.C.3. will not be included in this document)

The College is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement(s) unless such understanding or representation is included in the procurement document or in subsequent written addenda or responses provided to all proposers by the College's Purchasing Department. The College is responsible only for that which is expressly stated in the solicitation document and any authorized addenda thereto. Any and all costs incurred by the Offeror in preparation, transmittal or presentation of any proposal or material submitted in response to the procurement shall be borne solely by the Offeror.

Offeror shall not be deemed to be an employee of the College and is responsible for federal and state payroll and service taxes including, but not limited to, social security, unemployment and gross receipts taxes. Costs incurred to, but not identified, by the Offeror in the performance of services required by this solicitation shall be borne at the Offeror's expense and shall not be charged to the College.

C. Proposal Requirements

The following Procurement is made for providing Materials and Services as described in the Detailed Scope of Work (Section IV.A) to San Juan College, located in Farmington, New Mexico.

The Offeror declares that the amount and nature of the services to be provided are understood and that the nature of his/her proposal is in strict accordance with the conditions set forth and is a part of this procurement and that

there shall at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened. The Offeror shall upload his/her Proposal into the College's online procurement system and acknowledge the addendums, if any, where indicated on the procurement forms provided in this Proposal document.

The Offeror, in submitting a Proposal, represents that he/she is an equal opportunity employer, and shall not discriminate with regard to race, religion, color, national origin, or sex in the performance of this contract.

The Offeror hereby proposes to provide the services and materials Proposal on, F.O.B. Farmington, New Mexico, at the unit prices quoted herein after notice of Proposal award.

The Offeror shall use the Rate Proposal form provided and complete all information in the blanks provided. Failure to comply or use of provided forms in this Proposals document may, at the College's option, result in rejection of the Proposal.

At its option, the College reserves the right to reject any or all Proposals or to waive technicalities when in the best interests of the College.

If items for which this procurement has been called, have been identified by "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Proposals offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the College's Purchasing Department and requesting Department to be equal in all material respects to the brand name products referenced. Unless the Offeror clearly indicates in his/her Proposal that he/she is offering an "equal" product, the Proposal shall be considered as offering a brand name product referred in the Rate Proposal form.

The term "equal" shall be taken in its general sense and shall not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the Proposal of any manufacturers' items of equal material. The College, in its best interest, shall be the sole judge of equality. As to equality, the College's decision shall be final.

Pursuant to §13-1-108 NMSA 1978, the total amount Proposal shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The College shall pay for any taxes due on the contract and shall pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the dollar total based upon separate billings which the successful Offeror shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

To assist the College with budget preparation, if Cost Proposal form is included in this procurement, the Offeror shall complete the paragraph on the Cost Proposal form and shall identify by name each tax that the Offeror believes to be applicable to this Proposal and shall estimate the amount of each tax which shall be charged on the entire Proposal.

The College's online procurement system will not allow any Proposals to be received after the stated closing date and time and shall not be considered. All proposals must be submitted through the College's online procurement system. Any Proposal sent by U.S. Postal Service Mail to the College, or sent in by a different method other than through the College's online procurement system, shall be rejected as non-responsive.

After Proposals are opened and read, the Proposals shall be tabulated for comparison on the basis of the factors described in this document including, but not limited to, prices and quantities shown in the Proposals. Until the final

award is determined and announced, the College reserves the right to reject any or all Proposals, to waive technicalities, and to re-advertise, or proceed to do the work otherwise when the best interests of the College shall be realized hereby.

Proposals shall be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, or irregularities of any kind. However, the College reserves the right to waive, or to not waive, any irregularities and to make the award which serves the College's best interests.

The College reserves the right to reject any or all Proposals. All Proposals submitted are subject to this reservation. Proposals may be rejected for, among other reasons, any of the following specific conditions:

1. Proposals received after the time limit for receiving Proposals as stated in the document.
2. Proposals containing any irregularities.
3. Unbalanced value of any items.

Offerors may be disqualified and their Proposals may not be considered for, among other reasons, any of the following specific conditions:

1. Reasonable belief that collusion exists among the Offerors.
2. Reasonable grounds for believing that any Offeror is interested in more than one Proposal for the work contemplated.
3. The Offeror's interest in any litigation against the College.
4. The Offeror is in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, inexperience, lack of equipment, questionnaires, etc.
6. Uncompleted work which, in the judgment of the College, may prevent or hinder the prompt completion of additional work if awarded.

Without the written consent of the College's Purchasing Department, the successful Offeror may not assign his/her rights or duties under an award. Written consent for such assignment shall not relieve the assignor of liability in event of default by his assignee.

Delivery dates are of paramount importance to the College and may be required to be a part of each Proposal. The College considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the College at the specified delivery location. The delivery date indicates a guaranteed delivery in Farmington, New Mexico. In evaluating any guaranteed date of delivery, past delivery and service performance on previous College contracts shall be considered. The College reserves the right to reject any Proposals if the guaranteed delivery date of any Offeror is indicated unlikely because of the non-availability of stock in the vicinity of Farmington, New Mexico or failure of the Offeror to meet guaranteed delivery dates or service performance on any previous College order.

The College reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Offeror fails to furnish the materials by the guaranteed date, the College reserves the right to cancel the order without liability on the College's part. All prices shall be to F.O.B. destination with all freight prepaid.

At times when the Awarded Offeror encounters difficulties which will delay or will threaten to delay timely performance (including actual or potential labor disputes), the Awarded Offeror shall immediately give WRITTEN notice thereof to the College's Purchasing Department stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the College of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay. All Proposals shall specify terms and conditions of payment which shall be considered as part of, but will not control, the award of Proposals. College review, inspections, and processing procedures ordinarily require thirty (30) days after receipt of invoices, materials or services. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, shall be considered only if, in the opinion of the College's Purchasing Department upon the review, inspections, and processing procedures, can be completed within the specified time.

Unless unusual circumstances arise, it is the intention of the College to make payment on completed orders within thirty (30) days of receiving the invoice(s). Invoices shall be fully documented as to labor, materials, and equipment provided as per the Rate Proposal form. In order to be valid, all orders shall be placed by the College's Purchasing Department and shall contain a Purchase Order Number. Purchase Orders shall only be paid upon completion and acceptance of delivery.

The Awarded Offeror shall provide an invoice that shall reference the procurement Number and Purchase Order Number.

Unless this provision is waived by the College, the College shall not make payment until the Awarded Offeror has been given a Purchase Order Number, has furnished properly detailed invoices, materials and services, and has otherwise complied with College's Purchasing Department procedures.

In the case of a default by the successful Offeror, the College may procure services and materials from other sources and hold the Offeror responsible for any excess cost occasioned thereby.

Except for supplies or components which the specifications specifically state need not be new, all supplies and components provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair usefulness or safety), shall be of current productions, and shall be the most suitable grade for the purposes intended. Should at any time during the performance of this contract the Awarded Offeror believe that furnishing supplies or components which are not new is necessary or desirable, he/she shall notify the College's Senior Purchasing Director immediately, in writing, and shall include the reasons therefore and shall propose any consideration which may flow to the College if authorization to use said supplies or components is granted.

Offerors shall have no claim against the College for failure to obtain information made available by the College which the Offeror could have remedied through the exercise of due diligence.

The only approved contact shall be with the Buyer listed in this procurement or Senior Purchasing Director. Offerors making contact with any other College employee regarding this procurement may be disqualified.

All Proposals and related documents are subject to the "Inspection of Public Records Act," Chapter 14, Article 2, NMSA 1978.

D. Definition of Terminology

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

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

"Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against this contract.

"Award" means the final execution of the contract document.

"Business Hours" means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Buyer" means the individual appointed by the College CPO to oversee this procurement. OR any person or designee authorized by San Juan College to enter into or administer contracts and make written determinations with respect thereto.

"Close of Business" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

"College" or "the College" means San Juan College.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

"Contractor" means any business having a contract with a state agency or local public body.

"CPO" means Chief Procurement Officer of San Juan College.

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

"Desirable" means the terms "may", "can", "should", "preferably", or "prefers" which identify a desirable or discretionary item or factor.

"Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.

"Evaluation Committee Report" means a report prepared by the Buyer and the Evaluation Committee for contract award. The report will contain written determinations resulting from the procurement.

"Finalist" means an Offeror who meets all the mandatory specifications of this procurement and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"FMS" means Facilities Management System.

"Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel, per diem,

fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

"Mandatory" means the terms "must", "shall", "will", "is required", or "are required", which identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Minor Technical Irregularities" means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

"Mountain Time (MT)" means Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

"Online Procurement System" means Biddingo, the cloud based software utilized by the College for posting and evaluating procurement documents as well as contract Award Notification.

"Procuring Agency" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

"Project" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

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

"Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror's company.

The term **"equal"** shall be taken in its general sense and shall not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the Proposal of any manufacturers' items of equal material. The College, in its best interest, shall be the sole judge of equality. As to equality, the College's decision shall be final.

II. Conditions Governing The Procurement

This section contains the schedule, description and the terms and conditions governing this procurement.

A. Sequence of Events

The Buyer will make every effort to adhere to the following schedule, however the timeline is subject to change.

EVENT	Due Date & Time
1. Issue RFP	05/06/2026 MT
2. Pre-Proposal	Not Applicable
3. Deadline for Questions	05/21/2026 14:00:00 MT
4. Response to Questions	Four Days following "Deadline to Submit Questions"
5. <i>Submission of Proposal Deadline</i>	06/04/2026 14:00:00 MT
6. Selection of Semi-Finalist	TBD
7. Oral Presentation	TBD
8. Notice of Intent to Award	TBD
9. Protest Deadline	TBD
10. Finalize Contractual	TBD
11. Award Contract	TBD

B. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II.A, above.

1. **Issuance of RFP** - This procurement is being issued on behalf of the College .
2. **Pre-Proposal Meeting-** A pre-proposal meeting will be held as indicated in the Sequence of Events:
 1. **Not Applicable to this RFP**

This meeting may be the only opportunity Offerors will have to speak with the College regarding this procurement. The aforementioned meeting gives the College an opportunity to explain and show offerors exactly how we expect them to provide responses to the procurement evaluation criteria using the College's Online Procurement System. Potential Offeror(s) are encouraged to submit written questions in advance of the conference. All written questions must be submitted through the Online Procurement system, and all written questions will be addressed as an addendum within the Online Procurement system. A public log will be kept of the names of potential Offeror(s) who attend the pre-proposal conference.

3. Deadline to Submit Written Questions - Between the time of issuance of this procurement and the question submission deadline, interested firms are encouraged to post any questions or requests for clarification regarding this procurement or the scope of the work using the College's Online Procurement System. Only questions submitted in writing using the Online Procurement System will be answered. All submitted written questions and their answers will be summarized in the form of an Addendum to this procurement. ***Verbal questions/discussions will have no binding effect.***

4. Response to Written Questions - Written responses to written questions will be posted on the College's Online Procurement system for the benefit of all Offerors. The College's Online Procurement system will notify all document takers when an Addendum is posted for this Procurement.

5. Submission of Proposal - Proposals must be submitted using the College's Online Procurement System. The due date and time is identified in the College's Online Procurement System and is identified as the "Bid Closing Date". All offers must be fully uploaded and received by the Bidding System prior to the Bid Closing Date and Time. The Bidding System will not accept any offer submitted late. The Bidding server is the official clock. All responses must be submitted for receipt by the Bidding system before the "Bid Closed in" countdown clock reaches 0 Days 00:00:00. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this procurement. In this context, awarded means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Selection of Semi-Finalists (Shortlist) - The Evaluation Committee will review each Offeror's submission. Should the Evaluation Committee need clarification of a response, the Buyer will retain the right to contact the Offeror for such clarification. The Evaluation Committee will identify and rank the qualified Offerors to be considered for award. Ranking is based upon the Offeror's scores received according to their responses to the Evaluation Criteria.

7. Oral Presentations - Not applicable for this Procurement.

8. Notice of Intent to Award - The contract shall be awarded to the Offeror (or Offerors) whose proposal(s) are most advantageous to the College, taking into consideration the evaluation factors set forth in this procurement. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and College approval. If Interviews have been deemed necessary, awards will occur after Interviews have been completed. The College will begin negotiations for the Contract with the Apparent Awardee at this time. This Contract will not become effective until all required approvals are granted.

9. Protest Deadline - Any protest by an Offeror must be timely and in conformance with Section §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The fifteen (15) calendar day protest period shall begin on the day following the notice of intent to award and will end at 5:00 pm Mountain Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. The protest must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Protest Manager 26-06502
Purchasing Department

4601 College Blvd.
Farmington, NM 87402

Protests received after the deadline will not be accepted.

10. Finalize Contractual Agreements - Any Contractual agreement(s) resulting from this procurement will be finalized with the most advantageous Offeror(s) as per the schedule in Section II.A, Sequence of Events, or as soon thereafter as possible. This date is subject to change at the discretion of the College's Purchasing Department. If the College is unable to negotiate a Contract with the Apparent Awardee that it believes, in its sole discretion, is fair and reasonable, it will terminate negotiations with that firm and begin negotiations with the next highest scored Offeror without undertaking a new procurement process.

11. Contract Awards - After review of the Evaluation Committee Report and the signed contractual agreement, the College Procurement office will award as per the schedule in Section II.A, Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the College.

C. Terms and Conditions

(Only those T&Cs that apply to this procurement will be included in this section. Any reference in this procurement document to a section of the T&Cs that is not included shall be disregarded.)

C.1 General Conditions and Requirements

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V. Evaluation, of this Procurement.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this Procurement shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this Procurement shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the College which may derive from this Procurement. The College entering into a contractual agreement with a contractor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the awarded contractor must receive approval, in writing, from the College, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as

such in the transmittal letter. The College personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

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

7. Proposal Offer Firm

Responses to this Procurement, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

a. Proposals will be kept confidential until negotiations and the award are completed by the College. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Buyer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

b. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

c. Confidential data is restricted to:

i. confidential financial information concerning the Offeror's organization;

ii. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA 1978.

iii. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

This Procurement in no manner obligates the College or any of its departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this Procurement process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the Contractor. The College's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. Legal Review

The College requires that all Offerors agree to be bound by the General Requirements contained in this Procurement. Any Offeror's concerns must be promptly submitted in writing to the attention of the Buyer.

13. Governing Law

This Procurement and any agreement with an Offeror which may result from this Procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by the College through the Buyer or in this Procurement should be used as the basis for the preparation of Offeror's proposal.

15. Contract Terms and Conditions

The contents of this Procurement, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The College discourages exceptions from the contract terms and conditions. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the College (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions in any resultant Procurement contract strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The College may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Contract are not acceptable to the College and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the Procurement process (the Procurement process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the Procurement process (the Procurement process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and condition are accepted by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the College. Please see Section II.C.1.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the Procurement process, that is, the Procurement process prior to selection as successful Offeror), will be discussed only between the College and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor's Representatives

The College reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the College, adequately meeting the needs of the College.

21. Notice of Penalties

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

22. College's Rights

The College in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this Procurement process and contract term, Offerors and contractors must secure

from the College written approval prior to the release of any information that pertains to the potential work or activities covered by this Procurement and/or College contracts deriving from this Procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the Procurement shall become property of the College.

25. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of the contract resulting from this Procurement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the College.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without procuring College's written permission.

26. Electronic mail address required

A large part of the communication regarding this Procurement will be conducted by electronic mail (e-mail).

Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

27. Use of Electronic Versions of this Procurement

This Procurement is being made available by electronic means. In the event of conflict between a version of the Procurement in the Offeror's possession and the version maintained by the College, the Offeror acknowledges that the version maintained by the College shall govern. Please refer to: <http://www.biddingo.com/sjc>

28. New Mexico Employees Health Coverage

- a. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- b. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- c. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://BeWellnm.com> - Your Health Insurance Marketplace in New Mexico.
- d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Exhibit A, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in Exhibit E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- a. Identify the submitting business entity.
- b. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (b) above).

- d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- e. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- f. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- g. Identify the following with a check mark and signature where required:
 - i. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - ii. Explicitly indicate acceptance of Section V of this Procurement; and
 - iii. Acknowledge receipt of any and all addenda to this Procurement.
- h. Be signed by the person identified in paragraph b above.

31. Pay Equity Reporting Requirements

- a. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- c. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

- a. Any prospective Contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - 1. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - 2. violation of Federal or state antitrust statutes related to the submission of offers; or
 - 3. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - iii. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - iv. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - 1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of

the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

3. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

b. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

c. The Contractor shall provide immediate written notice to the College Buyer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

d. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

e. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the College Buyer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the College Buyer or Senior Purchasing Officer may terminate the involved contract for cause. Still further the College Buyer or Senior Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the College Buyer or Senior Purchasing Officer.

33. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

a. New Mexico Business Preference

b. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this Procurement.

The College shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this Procurement includes federal funds.

C.2 Standard Terms and Conditions

1. Acknowledgment of Addenda

Email notifications are sent to prospective Offerors on addenda and are made available for inspection using the

College's Online Procurement System. Offeror's responding to the College's Procurement are required to click the "Confirm" check box agreeing to the statement, "I (the vendor) have fully checked and accept all the Amendments issued" by the Bidding System. No proposals can be submitted until this check box is selected and all required responses have been completed. If the Offeror submits a proposal, and a new addendum is issued, then it is the Offeror's responsibility to resubmit their offer confirming agreement to any new addenda.

2. Addresses for Notices

Any notice required to be given or which may be given under this Procurement or any resultant contract or agreement shall be in writing and delivered in person or via first class mail to San Juan College, Purchasing Department, 4601 College Blvd., Farmington, NM 87402.

3. Award of Proposals

The College reserves the right to award this proposal based on any evaluation criteria contained herein; to reject any and all proposals or any part thereof, and to accept the proposal that is most advantageous to the College, taking into consideration the evaluation factors set forth in this Procurement. Any/all award(s) made as a result of this Procurement shall have the following precedence of documents:

- a. If applicable, the mutually agreed to and fully executed Agreement with terms and conditions as mutually agreed between the Parties. If no Agreement is required or executed, the College's Purchase Order shall control.
- b. This Procurement Document, Scope of Work, Minimum Qualifications, and Terms and Conditions.
- c. Offeror's Proposal Response to this Procurement.

4. Awards

If applicable as stated in the Scope of Work/Specifications, Section IV, the College reserves the right to make multiple awards of the items, projects and/or sections of this Procurement.

5. Cancellation

The College reserves the right to cancel without penalty this Procurement, any resultant agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of the College.

6. Changes/Alterations After Award

Changes or alterations after the award can only be made if agreed to in writing by the College. All Change Orders must have detailed supporting documentation included.

7. Change in Offeror's Representatives

The College reserves the right to request a change in Contractor representatives if the assigned representatives are not, in the opinion of the College, meeting its needs adequately.

8. Confidentiality

Any information provided to or developed by the Contractor in the performance of the resultant agreement shall be kept confidential and shall not be made available to any other individual or organization by the Contractor without prior written approval of the College.

9. Contract

An agreement in the form of a mutually agreed to and fully executed Contract and associated documents between the College and a Contractor shall be considered the binding Agreement/Contract. "Contract" and "Agreement" may be used interchangeably. In the event of any inconsistent or incompatible provisions, the mutually agreed to and fully executed Contract shall take precedence. The Contract shall not be construed to create a contractual relationship of any kind between the College and any Contractor's subcontractor or any lower-tier subcontractor.

10. Damage and Security of the College Property

The Contractor shall be responsible for all damage to persons or property that occurs as a result of their fault or negligence, or that of any of their employees, agents and/or subcontractors. Contractor shall save and keep harmless the College against all loss, cost, damage, claims, expense or liability in connection with the performance of the resultant Agreement. Any equipment or facilities damaged by the Contractor's operations shall be repaired and/or restored to their original condition at the Contractor's expense, including but not limited to cleaning and painting. The Contractor shall be responsible for security of all its equipment and for the protection of work done under the resultant price agreement until final acceptance of the work.

11. Delivery

Delivery is an important consideration and may be a factor in determining the award. Please state your earliest delivery date in the space provided on the response form. Delivery to be made to San Juan College Receiving, 4601 College Blvd., Farmington, NM 87402, unless otherwise specified.

12. Delivery Delays

If after award, the Contractor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule, the contractor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Contractor of its contractual obligations. However, failure to notify the College promptly will be a basis for determining the Contractor responsibility in an otherwise excusable delay.

13. Digital Acceptance

The response must be digitally accepted by an authorized representative in order for bid to be considered responsive. Digital Acceptance of Standard Terms and Conditions in Section II.C.6. must be provided. Any suggested changes to our Terms and Conditions must also be provided within the comments section. (II.C.6. Accept Terms and Conditions Form)

14. Discrepancies

If any Offeror is of the opinion that the Procurement specifications as written preclude them from submitting a response to this Procurement, it is specifically requested that the Offeror's opinion be made known to the Buyer, in writing, at least seven (7) days prior to the established Procurement closing date.

15. Disruption of Normal Activity

All work shall be performed so as not to interfere with normal College activities. When it is necessary to disrupt normal activities, the schedule of work and the areas to be affected must be approved by the College's authorized representative prior to commencement of the work.

16. Employee Certification

The Contractor and all Contractor's employees utilized on the work to be performed under this Procurement must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Procurement. The Contractor shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this Procurement.

17. Equipment Required

The Contractor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Procurement except as otherwise noted in the specifications.

18. Errors

The College is not liable for any errors or misinterpretations made by the Offeror responding to this Procurement. No advantage shall be taken by Offerors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Offeror's proposal may, at the sole discretion of the College, be cause for disqualification. Each Offeror is responsible for ensuring that all information provided in its proposal is accurate and complete in its entirety.

19. Exclusive Rights

Under no circumstances shall this Agreement be construed or deemed to be a contract whereby the College grants Contractor exclusive right to furnish the College its needs or requirements for services described herein.

20. Force Majeure

Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.

21. Governing Law

This Procurement and the resultant price agreement will be interpreted and governed by the Laws of the State of New Mexico.

22. Inspections

The Contractor shall be responsible for securing at its own expense all required inspections to comply with Federal, State, and/or local regulations governing the work performed under this Procurement. The College will inspect all work done under this Procurement to verify compliance with specifications contained herein. The Contractor shall call for all required inspections and have a representative present at all inspections.

23. Indemnification

Except as otherwise provided by law, neither the College nor Contractor shall be required to indemnify the other for its own negligence. Each party shall provide its own defense and be liable for its own negligence should a claim of liability based upon either negligence or intentional act be made by any third party against the College or Contractor or both. The College shall not be required to name Contractor as an additional named insured on any insurance policy now in place or which may be in force during the term of this agreement. The College will require Contractor to name the College as an additional named insured on any policy now in force or which may be in force during the term of this agreement. The College will provide a Certificate of Insurance upon the written request of Contractor.

24. Insurance Requirements

The successful Offeror(s) will be required to carry insurance meeting the requirements in Attachment A, "INSURANCE REQUIREMENTS" or as noted in the specifications. The successful Offeror(s) shall submit all applicable Certificate(s) of Insurance to the appropriate Buyer prior to commencing work under any resultant price agreement. Insurance must remain in effect for the entire term of the resultant price Agreement and must be extended to coincide with any future price agreement extension. NOTE: The successful Offeror shall agree to comply with state laws and rules pertaining to workers' compensation insurance for its employees. If the successful Offeror fails to comply with the Workers' Compensation Act, all applicable rules, and provide required **insurance**, the resultant contract may be canceled effective immediately.

25. Late Submissions

Late submissions of Proposals will not be considered. The College's Online Procurement System will not accept any Proposals submitted after the Proposal closing date and time.

26. Modifications

Only modifications received prior to the bid closing date and time will be accepted. No modifications by Offerors will be accepted following the opening of the received bids. Technical clarifications of the offer may be requested by the Buyer following the opening of the received bids.

27. New Materials Required

If this Procurement requires the Awarded Offeror to provide tangible goods, then all materials and equipment delivered and/or installed under this Procurement shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment (unless otherwise specified in the supplementary bid terms and conditions). Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the items shall be submitted to the College's authorized representative.

28. Non-Disclosure Agreement

The successful Offeror(s) may be required to sign a Non-Disclosure Agreement (NDA). If applicable to this Procurement, see Attachment G for a Sample Non-Disclosure Agreement that would be used for this purpose. Attachment G will not be included in the Procurement document package if it is not applicable to the Procurement.

29. Offeror's Terms and Conditions

The College discourages exceptions from the contract terms and conditions as set forth in the Procurement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the College, the proposal appears to be conditioned upon the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct. Should an Offeror object to any of the terms and conditions as set forth in the Procurement strongly enough to propose alternate terms and conditions in spite of the above, must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the College. Examples of this may include Offeror's License Agreements, Service Agreements, etc.

30. Official Online Offeror Response

Offerors shall use only the official online Exhibits included in this procurement and complete the responses using the College's Online Procurement System. Typically, this includes **Exhibit A**: Campaign Contribution Disclosure Form, **Exhibit C**: Debarment/Suspension Status & Non-Collusion Affidavit, **Exhibit D**: New Mexico Employees Health Coverage Form, **Exhibit E**: Letter of Transmittal Form, **Exhibit F**: Resident Business/Resident Veteran's Certification and **Exhibit G**: Letter of Interest and Qualifications Questionnaire. Submission of recreated or alternative responses to these exhibits by means of uploading file attachments with modified versions of these Exhibits is not allowed and will render the Offeror's response as being non-responsive. Non-responsive offers may not be considered for award. Any modification to the **Exhibit C** form, other than filling in the form fields, is not acceptable and will render the Offeror's response as being non-responsive.

31. Option to Renew

The College reserves the option to renew the resultant agreement, contingent upon fiscal funding, as provided for within §13-1-150 NMSA 1978, if such renewal is found to be in the best interests of the College. Renewal options will be exercised in increments of one-year terms unless otherwise agreed to by both parties.

32. Ownership of Material

During the term of any resultant agreement, ownership of all data, material, and documentation originated and prepared by the Contractor for the College shall belong exclusively to the College.

33. Packaging

Packaging of materials shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Contractor's expense.

34. Payment Discounts

The College will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the highest ranked Offeror.

35. Performance and Payment Bonds

Performance and Payment bonds shall be required for Public Works projects. If required, Performance and Payment Bonds shall be listed as a requirement in Attachment A, Insurance Requirements. The Performance Bond and Payment Bond, covering materials and labor, each in the amount of 100% of any resultant price agreement cost is required. The bond must be executed by the successful Offeror with a surety company authorized to do business in New Mexico or other suitable sureties approved by the New Mexico State Board of Finance. The performance and payment bonds must be received by the Buyer issuing the award within 14 days of the award. Performance and Payment bonds must meet the requirements of §13-4-18 NMSA 1978.

36. Period for Proposal Acceptance

The Offeror agrees, if their response is accepted within 90 calendar days of the closing date, to furnish the goods and services at the prices set forth in their response, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in disqualification of the Offeror's proposal. An additional time period may be requested elsewhere in this Procurement.

37. Potential Costs Unspecified

The Offeror shall include in its proposal all goods, material and labor costs that it knows or should know will be required to complete the work under this Procurement including any goods, materials, labor or other costs that are not specifically identified in the specifications of this Procurement. All such costs shall be identified in detail in the proposal response.

38. Procurement Under Existing Contracts

New Mexico law allows other governmental entities within the State of New Mexico to contract, in accordance with 13-1-129 NMSA 1978, for services, construction or items of tangible personal property, with Contractor under the terms contained in the Agreement. Should that occur, the College will not be a party to any engagements entered into pursuant to this paragraph. Contractual engagements accomplished under this provision shall be solely between Contractor and the contracting entity with no obligation by the College, its Board, and/or employees.

39. Proposal Negotiation

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions

may be permitted after opening and prior to award for the purpose of obtaining a Best and Final Offer. Negotiations may be conducted with responsible Offerors who submit offers found reasonably likely to be selected for award.

40. Public Information

All information, except that marked as confidential, will become public information at the time that the Proposal is awarded. Offerors must identify confidential information by typing, "CONFIDENTIAL" at the beginning of any confidential information portion(s) of the response and at the end of the confidential information the Offeror must type, "END OF CONFIDENTIAL INFORMATION." Offerors wishing to do so must specify in the response the specific rule of law that authorizes non-disclosure of a record. The College will review this to make a determination whether the request is valid or not. Price and information concerning the specifications cannot be considered confidential.

41. Purchase Order Terms and Conditions

The College's Purchase Order Terms and Conditions shall be an equal and integral part of this Procurement if Section C.3. is included within this procurement document.

42. References May Be Required

Offeror may be requested to furnish the minimum number of references requested herein. Failure to submit the information may result in your Proposal being considered non-responsive. Offeror, by furnishing these references, agrees to allow the College to contact any person or organization listed, and to utilize information obtained in the evaluation of the Proposal response.

43. Releases

Upon final payment of the amount due under the terms of the resultant agreement, the Contractor shall release the College, its officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The Contractor agrees not to purport to bind the College to any obligation not assumed herein by the College unless the College has expressly authorized the Contractor to do so and then only within the strict limits of that authority.

44. Replacement Parts

If this procurement requires the Awarded Offeror to provide tangible goods, then the quality of all replacement parts shall be equal or greater than the quality of the original parts being replaced. All replacement parts shall be new unless otherwise agreed to in writing.

45. Reports and Information

At such times and in such forms as the College may require, there shall be furnished to the College such detailed statements, records, reports, data and information, as the College may request pertaining to matters covered by all resultant agreements to this Procurement.

46. Procurement Opening

Proposals will be opened on the due date and time specified on the Online Procurement System. This is not a public opening and Contractors are not invited to attend.

47. Procurement Specifications, Terms and Conditions Part of Contract

This Procurement along with its attachments will be considered to be part of any resultant contract, price agreement and/or purchase order and is to be incorporated by reference.

48. Residential Preference

In evaluating Procurements for purchases over \$60,000 using State funds, New Mexico Resident Preference will be used in compliance with §13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. Federal law prohibits the use of New Mexico Resident Preference when the expenditure involves Federal funds. Offerors requesting New Mexico Resident Preference must upload into the College's Online Procurement System a current valid Preference Certificate as issued by New Mexico Tax and Revenue. This form shall be uploaded in response to **Exhibit F**.

49. Responsible Offeror

The College reserves the right per §13-1-83 NMSA 1978, to conduct any investigations deemed necessary to determine the responsibility of a Offeror (i.e., prove that its financial resources, production or service facilities,

personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the Procurement). Offeror shall provide audited financial statements if requested by the College.

50. Responsiveness of Proposals

Offerors are hereby expressly instructed that all proposals in response to this procurement shall meet all specifications and requirements of this Procurement per §13-1-85 NMSA 1978.

51. Services Agreement

The Award made to the successful Offeror(s) may include an appropriate AIA Services Agreement, if applicable to the Procurement, that would be used as the basis for this Agreement.

52. Severability

If any provision of the resultant agreement is found invalid or unenforceable, the remainder of any resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

53. State and Local Ordinances

The Contractor shall perform work under any resultant price agreement in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Contractor. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Contractor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

54. Status of Offeror/Contractor

The Offeror/Contractor is an independent contractor performing services for the College and neither Contractor nor its agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of College vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the College. The Contractor acknowledges that all sums received under the resultant agreement are personally reportable by the Contractor for income, self-employment and other applicable taxes.

55. Subcontractors

Any work subcontracted by the Contractor shall require the prior written approval of the subcontractor by the College.

56. Submissions of Samples/Drawings/Literature

It may be necessary to test samples or have demonstrations to make an award. All samples, when required, shall be furnished free of expense to the College. Returns shall only be made at the Offeror's request and expense. Procurement samples or descriptive literature should not be submitted unless expressly requested. Should Offeror submit unsolicited samples or descriptive literature, it shall be at the Offeror's own risk.

57. Submittals

To submit an offer on the goods or services specified, the Offeror must provide online responses to the scope of work/services, specifications, and evaluation criteria contained herein using the College's Online Procurement System. Mailed, Telegraphic / Facsimile, electronic mailed (email), or other Bid/Procurement submittals other than those made using the College's Online Procurement System WILL NOT be accepted or considered for award.

58. Supplemental Construction Terms and Conditions

If applicable to the Procurement, the Procurement document package will include and Offeror responses and any resultant award will be subject to meeting the requirements of Section II.C.4, SUPPLEMENTAL CONSTRUCTION TERMS AND CONDITIONS. Section II.C.4 will not be included in the Procurement document package if it is not applicable to the Procurement.

59. Taxes

The College is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on Materials, except construction materials used by the Contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in any base price bid. Applicable taxes shall be excluded from the

evaluation of the offer.

60. Technicalities

The College reserves the right to waive any technical irregularities in the form of the response form the highest ranked Offeror which do not alter price, quality or quantity of the services, construction or items of tangible personal property bid.

61. Wage Rates

Public Works Projects with an estimated cost greater than Sixty Thousand dollars (\$60,000.00) will be subject to the Public Works Minimum Wage ACT (§13-4-11 through §13-4-17 NMSA 1978). Wage Rate Decisions must be obtained prior to the beginning of work from the New Mexico Department of Workforce Solutions.

62. Withdrawal of Proposals

Proposals may be withdrawn by the Offeror at any time prior to the Procurement due date and due time.

63. Workmanship/Cooperation

All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Contractor will cooperate with the College and other Contractors and coordinate its work involving other contractors through the College's authorized representative.

C.3 Purchase Order Terms and Conditions

1. Acceptance of Order

Any purchase order entered into under an Invitation to Bid (ITB) Price Agreement incorporates by this language all the terms and conditions, specifications, and addenda of that Invitation to Bid and by accepting payment under this purchase order, the Supplier agrees to and accepts all terms and conditions, specifications, and addenda of the Invitation to Bid.

2. Modification

No modification of this order shall be effective without the Buyer's written consent. No course of prior dealings, no usage of the trade, and no course of performance shall be used to modify, supplement, or explain any terms used in this order.

3. Termination

Concerning undelivered goods or unperformed services, by written, telegraphic, or oral notice confirmed in writing, the Buyer reserves the right to terminate this order at any time. For continuation of the services contemplated by this Purchase Order, the term of the Purchase Order shall be contingent upon the budgeting and appropriation of funds by the San Juan College Board of Trustees.

4. Delivery

Time is of the essence in this order and if delivery of conforming goods or performance of conforming services is not completed by the time(s) promised, the College reserves the right, in addition to its other rights and remedies, to cancel this order, to reject such goods or services in whole or in part upon reasonable notice to Supplier and/or to purchase substitute goods or services elsewhere and charge Supplier with any loss incurred. Any provisions herein for the delivery of goods or performance of services by installments shall not be construed as making the obligations of the Supplier severable. Shipments sent C.O.D. without the College's written consent shall not be accepted and shall be at the Supplier's risk.

5. Price

Unless authorized in writing by the Buyer, the College shall not be billed at prices higher than stated herein. The Supplier represents that the prices charged for the goods or services covered by this order are the lowest prices charged by the Supplier and that such prices comply with all applicable laws and government regulations in effect at the time of quotations, sale, delivery, and performance. The Supplier agrees to notify the Buyer of any price reduction made in goods or services covered by this order after the date hereof and before delivery or

performance and agrees that any such reduction will apply to this order.

6. Contingencies

Failure of either party to perform hereunder, in whole or in part, occasioned by an act of God or the public enemy, fire, explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstances of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede, or compliance with any order or request of any governmental officer, department, agency or committee, shall not subject said party to any liability to the other party. At the College's option, the period specified for delivery of goods or performance of service hereunder shall be extended by the period of delay occasioned by any such circumstance, and deliveries or services omitted (or portions thereof) shall be made or performed during such extension, or the total ordered hereunder shall be reduced by that portion of the goods or services which Supplier is unable to deliver. The provisions of this paragraph shall be effective notwithstanding that such circumstance shall have been operative at the date of this order.

7. Warranties

In addition to all warranties established by law, the Supplier hereby warrants and agrees that:

- a. All goods and services covered by this order shall conform to the specifications, drawings, samples, or other descriptions furnished or adopted by the College, and shall be merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. The College shall have the right of inspection and approval, and, if defective or not in compliance with the College's specifications, may, in addition to its other rights and remedies, reject and return goods or require re-performance of services at the Supplier's expense. Defects shall not be deemed waived by the College's failure to notify the Supplier upon receipt of goods, completion of services, or by payment of invoice.
- b. Without the College's prior written consent, no disclosure, description, or other communication of any sort shall be made by the Supplier to any third person or entity regarding the College's purchase of goods or services, nor any details and characteristics thereof. Anything furnished to the Supplier by the College under this order, including without limitation samples, drawings, patterns, and materials, shall remain the property of the College, shall be held at the Supplier's risk, and shall be returned upon completion of the work. Moreover, without the College's prior consent in writing, no disclosure or reproduction of the aforementioned in any form shall be made.
- c. All goods delivered under this order, and manner of delivery thereof, shall conform to standards established for such goods and delivery by any applicable federal, state, provincial, or local laws or regulations.
- d. Except for goods produced to the College's drawings or specifications, the use or sale of any goods delivered hereunder, or any part thereof, shall not infringe any adverse valid existing patent.
- e. The foregoing warranties, including construction projects, shall survive acceptance of goods and performance of services hereunder.

8. Loss in Transit and Environmental Responsibility

Title and risk of loss in transit shall not pass to San Juan College until delivery (or to the carrier designated by the College in cases where shipment is made F.O.B. Supplier's shipping point) by all applicable federal, state, provincial, or local laws or regulations, including but not limited to, U.S. Department of Transportation and U.S. Environmental Protection Agency regulations for hazardous substances, is completed. Until completion of delivery, the College shall not be liable for any discharge, spill, or other incident, including but not limited to expenses for any clean-up costs, involving any materials transported hereunder.

9. Marking

The Supplier shall mark each package or shipment clearly with San Juan College's name and address, as indicated on the face of this document, its contents, and this purchase order number.

10. Assignment

Without prior written consent of the College, assignment of this order, of any interest herein, or of any money due, or to become due hereunder, shall be void.

11. Governing Law

This order shall be governed by the laws of the State of New Mexico including the New Mexico Uniform Commercial Code. Unless otherwise indicated by the context, whenever a term used in this order is used in the New Mexico Commercial Code, the definition contained therein is controlling as to the meaning of the term.

12. Forum

Since, among other things, the College has a principal office in the State of New Mexico, in connection with any controversy arising hereunder, the parties hereto agree to submit to the jurisdiction of the New Mexico District Court for San Juan County.

13. Employees, Insurance, Indemnification

- a. In performing services hereunder, Supplier is, and undertakes performance thereof, as independent contractor with sole responsibility for all persons employed in connection therewith, including, without limitation, exclusive liability for the payment of all Federal, State, and local Unemployment and Disability Insurance and all Social Security and/or other taxes and contributions payable in respect of such persons, from and against which liability Supplier agrees to indemnify, exonerate, and hold harmless San Juan College.
- b. Before the commencement of any services hereunder, the Supplier shall provide to the Buyer certificates of insurance evidence that the Supplier has purchased, and during the term of the Agreement shall maintain, insurance as detailed in Attachment A.
- c. Supplier's protective liability shall be subject to all applicable rules of such premises including those for safety and fire protection.
- d. Should the College or Supplier visit the other's premises such shall do so at their own risk.
- e. Concerning oil pollution or any other pollution damage whatsoever, the Supplier warrants that he/she shall comply with all existing financial capability, responsibility, security like laws, regulations, and/or other requirements of local, state, provincial, and federal governments. Supplier agrees to protect, defend, indemnify, exonerate, and hold the College harmless from and against any suits, claims, liabilities, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action, or any other obligations arising out of, or in any manner connected with, incidents involving bodily injury, death, property damage, or any violation or alleged violation of any federal, state, provincial, or local law or regulation.

14. Payment Terms and Discounts

Payments shall be paid to the Supplier within 30 days contingent upon the following:

- a. Application of payment discounts, if considered to be in the best interest of the College.
- b. From the date of receipt by the College of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the College.
- c. That the Supplier has provided the goods and/or accomplished the services to the satisfaction of the College. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees, are the responsibility of the Supplier.

15. Compliance with the Law and San Juan College's Rules

- a. San Juan College is exempt from payment of gross receipts tax on materials but is subject to such tax on services, including construction projects defined in §7-9-3.4 NMSA 1978.
- b. The taxable status of any sale of materials or services must be determined by the Supplier's legal counsel or tax consultant. Invoices rendered for additional taxes after the bid award will not be honored.
- c. Reference is hereby made to §13-1-191 NMSA 1978 that any bribes, gratuities, or kickbacks of any type are expressly forbidden and such acts may be subject to civil penalty.
- d. If this order shall require the presence on the College's premises of the Supplier's employees, subcontractors, or others under the Supplier's control, the Supplier shall comply with all applicable governmental regulations and rules of the College's premises, encompassing without limitation, those relative to environmental quality including safety and fire prevention. Except for that equipment specified in this order as being furnished by the College, the Supplier shall at all times provide all equipment that is used in the performance of this purchase order, including all equipment to ensure the safety of all employees, subcontractors, or others under Supplier's control

C.4 Supplemental Construction Terms and Conditions

Not Applicable to this Procurement

C.5 Software Terms and Conditions

Not Applicable to this procurement.

C.6 Terms and Conditions Acceptance Form

This Procurement is subject to the "Terms and Conditions" of this RFP.

Please complete the Response form for this section (see below):

1. Should the Offeror agree with the Terms and Conditions, click the "Yes" button and enter "N/A" in the comment section.
2. Should the Offeror disagree with the Terms and Conditions, click the "No" button and enter the requested changes to the Terms and Conditions. The Offeror must be specific which Terms and Conditions, what the change is and what the effect will be.

Please note that if the Offeror's changes to the Terms and Conditions are not acceptable to the College, the College could determine its proposal "non-responsive".

It is the responsibility as an Offeror to ensure its Proposal Response is correct and accurate. By submitting a Proposal, the Offeror acknowledges any and all addenda, and it is the Offeror's responsibility to ensure its proposal corresponds with any and all addenda.

Item Number	Item Name	Yes/No	Requested Changes, or N/A, if Terms and conditions are accepted.
1.	Does the Offeror acknowledge and accept all the Terms and Conditions as stated in this Procurement?		

D College's Policies

1. COVID-19:

Effective February 18, 2022, masks will no longer be required at any San Juan College location. All

requirements by the NM Department of Health (NMDOH) will continue to be followed by San Juan College. Additionally, certain guidelines provided by the NMDOH specifically require individuals to wear masks when experiencing symptoms or after testing positive for COVID-19. Individuals who elect to continue to wear masks are of course free to do so. For more information, please visit the College's website at <https://www.sanjuancollege.edu/coronavirus/>.

2. Smoke, Tobacco, & Vape Free Campus:

Effective January 1, 2020, the College is a smoke-, tobacco-, and vape-free campus. The College is committed to maintaining a healthy environment in which to learn, work, and visit. The use of any and all tobacco products including but not limited to cigarettes, e-cigarettes, vape pens, chewing tobacco, and related products on all College property locations and at all College events is prohibited. For the purpose of this policy, College property includes inside and outside College buildings, inside College vehicles and rental vehicles, on College grounds, in privately owned vehicles on College property, and at College events. (College Board Policy 903, 12/03/19)

E. Prohibited Contacts

The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the College Board of Trustees, Evaluation Committee or College staff on any matter having to do in any respect with this RFP other than as outlined herein. Questions and requests for information regarding this RFP, site visits or other requirements shall be presented to the College as prescribed in this RFP. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the College, result in disqualification and rejection of any proposal.

III. Submittal

In response to this Procurement, Offerors shall submit only one Proposal.

A. Submittal Instructions

1. SUBMITTING AN ONLINE RESPONSE

All responses must be submitted using the College's Online Procurement System.

2. OTHER SUBMISSIONS ARE NOT ALLOWED

The following types of submission responses to the College's Solicitation issued through the College's Online Procurement System are NOT allowed, will NOT be accepted, and CANNOT be considered for award.

- a. Submissions printed on paper format and sent to the College by mail or courier
- b. Faxed submissions
- c. Electronically mailed (email) submissions
- d. Any type of submission made other than those using the College's Online

Procurement System

- e. **Alternate Offers.** The College's Online Procurement System allows only one response per Offeror and does not accommodate alternate offers to the base offer.

3. CLOSING (DUE) DATE AND TIME

All responses must be received by San Juan College on or before the **Closing Date and Time** listed on the College's Online Procurement System.

4. LATE RESPONSES

Bids/Proposals received after the closing date and time will not be accepted by the College's Online Procurement System.

5. NOTE

The College's Online Bidding/Procurement Response System uses the Internet and the World-Wide Web which comprises systems that are completely out of the College's control including, but not limited to, the College, its employees, and registered suppliers' respective internet service providers. The College, its employees, and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and/or user errors. It is the Offeror's responsibility to complete all Exhibits fully and submit the online response with sufficient time to ensure that it is received by the College's Online Procurement System on or before the closing date and time.

PROPOSAL RESPONSES SUBMITTED BY CONTRACTORS AND/OR VENDORS MUST BE COMPLETELY AND SUCCESSFULLY UPLOADED INTO THE COLLEGE'S ONLINE PROCUREMENT SYSTEM PRIOR TO THE CLOSING DATE/TIME. RESPONSES THAT DO NOT COMPLETELY AND SUCCESSFULLY UPLOAD INTO THE COLLEGE'S ONLINE PROCUREMENT SYSTEM PRIOR TO THE CLOSING DATE/TIME WILL NOT BE ACCEPTED. THE COLLEGE STRONGLY SUGGESTS THAT OFFERORS SUBMIT THEIR OFFERS AT LEAST ONE (1) TO TWO (2) DAYS PRIOR TO THE PROCUREMENT CLOSING (DUE) DATE/TIME.

NOTE: THE BIDDING ONLINE PROCUREMENT SYSTEM DOES NOT ALLOW ANYONE (including the College's Purchasing Department staff) TO VIEW PROPOSALS OR PRICING PRIOR TO THE PROCUREMENT CLOSING, SO PLEASE FEEL FREE TO SUBMIT YOUR RESPONSE EARLY.

6. REQUIRED SUBMITTALS

To respond concerning the goods or services specified herein, use the College's Online Procurement System to complete the information requested in the spaces provided on the Online response forms provided. Offeror must also complete Section V. Attachment C. Cost Response Form.

7. COMPLETING ONLINE FORMS

All blank spaces, check boxes, and Radio Buttons for bid prices, manufacturer's name and product number offered, delivery, warranty, etc., must be entered using the College's Online Procurement System.

- a. **MANDATORY FIELDS:** Mandatory Fields in the Exhibits are marked with a **red** asterisk. All mandatory fields must be completed before the Offeror will be able to submit his/her Online Response.
- b. **CORRECTIONS:** The Offeror can make corrections at any time prior to the Request for Proposals' closing date and time.
- c. **WITHDRAWING AN ONLINE OFFER:** Online Procurement Responses may be withdrawn at any

time prior to the time and date set for Procurement closing. Offers may not be withdrawn after the Procurement Closing Date and Time.

d. **OFFEROR QUESTIONS:** All questions must be submitted using the College's Online Procurement System.

DEADLINE: All questions must be received on or before the deadline listed in the College's Online Procurement System. No questions will be accepted after the closing date and time.

Do not send questions via email.

8. REQUEST FOR PROPOSAL OPENING:

Procurement Response openings are not public events and are not open to the public.

9. ACCEPTANCE:

The College reserves the right to accept or reject any or all responses and to waive technical irregularities.

B. Submittals

Mandatory Submittals: Offeror responses missing any of these MANDATORY submittals will be declared NON_RESPONSE.

Attachment A: Insurance Requirements

Attachment B: Technical Specifications Response Form

Attachment C: Cost Response Form

Attachment D: Bid Bond & Bonding Capability

Attachment E: Background Check

Attachment F: Pay Equity Reporting

Exhibit A: Campaign Contribution Disclosure form

Exhibit B: Sample Contract (**submittal is not required, for information only**)

Exhibit C: Debarment/Suspension Status & Non-Collusion Affidavit

Exhibit D: New Mexico Employees Health Coverage form

Exhibit E: Letter of Transmittal form

Exhibit G: Letter of Interest and Qualifications Questionnaire

Optional Submittals:

Exhibit F: Resident Business or Resident Veterans Preference

Any business wishing to receive the preference must complete and sign the attached form to ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended). Offeror must include a copy of his/her preference certificate.

IV. Specifications

Unless otherwise instructed, Offerors should respond to each specification in the form of a thorough narrative. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

A. Detailed Scope of Work

REQUEST FOR PROPOSALS (RFP)

Fire Sprinkler System Inspection, Testing, Maintenance & Repair

Fire Hydrant Inspection, Testing, Maintenance, Repair & Replacement

1. Purpose

San Juan College ("the College") is requesting proposals from qualified, licensed contractors to provide **inspection, testing, maintenance, repair, and replacement services** for campus fire sprinkler systems and fire hydrants.

2. Scope of Work

2.1 Fire Sprinkler Systems

Contractor shall perform:

Annual, semiannual, and quarterly inspections per **NFPA 25**

Testing of wet, dry, preaction, and deluge systems

Fire pump testing (if applicable)

Backflow preventer testing

Minor repairs including:

Sprinkler head replacement

Gauge, valve, and trim replacement

Leak repairs

Supervisory device repairs

Emergency service response

Itemized deficiency reporting and quoting per Section 4

2.2 Fire Hydrants (Inspection, Maintenance, Repair & Replacement)

Inspection & Testing

Annual hydrant flow testing

Lubrication, flushing, and operational checks

Pressure and flow measurements

Hydrant condition documentation

Maintenance & Repair

Packing replacement

Operating nut repairs

Gasket replacement

Bonnet and stem repairs

Painting and marking

Leak repairs

Bolt and cap replacement

Replacement of Existing Hydrants

Contractor shall provide:

Removal of existing hydrant assembly

Installation of a new hydrants

Connection to existing underground piping

Replacement of gaskets, bolts, and auxiliary valves as needed

Backfill and site restoration

Testing and commissioning

Documentation of replacement work

2.3 Work Scheduling and Campus Operations (NonDisruption Requirement)

The contractor shall perform all work in a manner that **does not disrupt classes, academic activities, campus operations, or building occupants**. Requirements include:

No work during scheduled class times in occupied buildings unless approved in advance

No loud, intrusive, or hazardous work during instructional hours

No shutdowns of water, fire protection systems, or utilities without prior written approval

Coordination with San Juan College Facilities to schedule work during:

Early mornings

Evenings

Weekends

Academic breaks

Other lowoccupancy periods

The contractor must submit a **proposed work schedule at least 5 business days in advance** for approval. The College reserves the right to reschedule or deny work that may interfere with instruction or operations.

2.4 Reporting Format by Building

All inspection reports, deficiency lists, repair quotes, and hydrant documentation shall be **labeled according to the following San Juan College building and roomrange structure:**

South Hutton – Rooms 100–200

West Campus / Kirtland – Rooms W100–W300

30th Street Education Center – Rooms 100–400

School of Energy – Rooms 99000

Quality Center for Business – Rooms 5000

Trades and Tech – Rooms 2000

Child and Family Development Center – Rooms 8000

Information and Technology Center – Rooms 7000

East Classroom Complex – Rooms 1100–1200

Central Classroom Complex – Rooms 1300–1500

Student Center / Dining / Learning Commons – Rooms 1000, 1600, 6000

West Classroom Complex – Rooms 1700–1900

Henderson Fine Arts Center – Rooms 9000

Educational Services Building – Rooms 4000

Health Science Center – Rooms 3000

Health & Human Performance Center – Rooms 55000

Student Housing / Dorms – Rooms 44000

Physical Plant – Rooms 66000

Outdoor Learning Center – Rooms 77000

All reports must:

Use the building name **exactly as listed above**

Include the roomrange identifier

Group deficiencies by building

Provide separate files for each building unless otherwise directed

3. Contractor Qualifications

Contractors must:

Hold all required New Mexico fire protection and utility licenses

Have at least **5 years** experience with commercial/educational facilities

Employ NICETcertified technicians (Level II or higher preferred)

Demonstrate knowledge of NFPA 13, 14, 20, 24, and 25

Provide proof of insurance

Provide at least **three** references for similar work

4. Deliverables

4.1 Inspection Deliverables

A complete inspection schedule for all fire sprinkler systems and fire hydrants

Reports must be **labeled by building** using the naming structure in Section 2.4

4.2 Deficiency Reporting

Itemized Deficiency List delivered **within 7 calendar days** of each inspection

Must be **organized and labeled by building**

Must include:

Description of each deficiency

Location (building + room number)

Severity/priority

Photos (when applicable)

Applicable NFPA code reference

4.3 Repair Cost Proposals

Itemized Repair Quote delivered **within 14 calendar days** after the deficiency list

Must be **organized and labeled by building**

Must include:

Labor hours and rates

Materials and parts with unit pricing

Estimated timeline for repairs

Any required shutdowns or coordination

4.4 Additional Deliverables

Emergency service availability (24/7 preferred)

Annual summary report of system condition

Documentation of hydrant replacements

5. Proposal Requirements

Proposals must include:

Company background

Licensing and certifications

Technician qualifications

Detailed approach to inspections, repairs, and hydrant replacement

Work scheduling plan demonstrating nondisruption compliance

Fee schedule (inspection pricing, labor rates, emergency rates, parts markup)

References

Insurance documentation

Signed required forms

Side Note: Although our building located at 3401 E 30th street is college property, that building shall be invoiced separately as a stand-alone property.

B. Technical Specifications

B.1. Contractor's Statement of Qualifications

- B.1.1 Offeror Information
- B.1.2 Licensing
- B.1.3 Experience
- B.1.4. Key Personnel Experience
- B.1.5. Capacity and Capability to Perform the Work
- B.1.6. Insurance & Claims History
- B.1.7. Quality Assurance
- B.1.8. Labor Code Violations

B.2. Health & Safety

B.3. Inspection and Testing Plan

B.4. Emergency Response Timeline

B.5. Management Plan

V. Evaluation

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

A. Evaluation Point Summary

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – correspond to section V.B	Points Available
A. Attachments/Exhibits - Pass/Fail	
Attachment A. Insurance Requirements	Pass/Fail
Attachment B. Technical Specifications Response Form	Response form must be completed and will be scored as indicated in section "B" below
Attachment C. Cost Response Form	Response form must be completed and will be scored as indicated in section "C" below
Attachment D. Bid Bond & Bond Capability	Pass/Fail
Attachment E. Background Check	Pass/Fail
Attachment F. Pay Equity Reporting	Pass/Fail

Exhibit A. Campaign Contribution Disclosure Form	Pass/Fail
Exhibit B. Sample Contract	N/A (information purposes only)
Exhibit C. Debarment/Suspension Status & Non-Collusion Affidavit	Pass/Fail
Exhibit D. New Mexico Employees Health Coverage Form	Pass/Fail
Exhibit E. Letter of Transmittal Form	Pass/Fail
Exhibit F. New Mexico Business Preference Certification	100 points Max
Exhibit G. Letter of Interest and Qualifications Questionnaire	Pass/Fail
B. Technical Specifications	
B.1. Contractor's Statement of Qualifications	190
B.2. Health & Safety	120
B.3. Inspection and Testing Plan	135
B.4. Emergency Response Timeline	135
B.5. Management Plan	120
C. Cost	300
TOTAL	1,000 points

Table 1: Evaluation Point Summary

B. Explanation of Technical Evaluation Factors

A maximum total of 1,000 points are possible in scoring each proposal. The Evaluation Committee will evaluate the proposals and may conduct interviews with Offerors. The Technical Proposal shall consist of **700 points** total and the Cost Proposal shall consist of **300 points**.

B.1. Contractor's Statement of Qualifications

Points will be awarded based on the thoroughness and clarity of the response and the perceived validity of the response.

B.2. Health & Safety

Points will be awarded based on the thoroughness and clarity of the response and the perceived validity of the response.

B.3. Inspection and Testing Plan:

Points will be awarded based on the thoroughness and clarity of the response and the

perceived validity of the response.

B.4. Emergency Response Timeline:

Offeror shall provide an approximate timeline in their ability to respond to emergency situations with the College Fire Suppression System as indicated in the Detailed Scope of Work. Points will be awarded based on overall timeline.

B.5. Management Plan

Points will be awarded based on the thoroughness and clarity of the response and the perceived validity of the response.

C. Cost

PRICING SHALL BE SUBMITTED BASED UPON CURRENT DAVIS BACON STATE PREVAILING WAGE LAWS

Please, submit a rate sheet based on hourly rates for each key personnel/Technician assign to a work orders including any administrative fees associated with the work order during both normal request and emergency request.

Cost proposal shall not include taxes. Upon proposal acceptance and contract award, the successful Offeror shall itemize the proper sales taxes on all invoices submitted in addition to the accepted proposal amount.

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Offer (\$)}}{\text{Your Offer (\$)}} \times 300 = \frac{\text{Points}}{\text{Cost Evaluation}}$$

Unless otherwise instructed, Offerors should respond to each specification in the form of a thorough narrative. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

C. Evaluation Process

1. All Offeror responses will be reviewed for compliance with the requirements and specifications stated within the RFSQ. Responses deemed non-responsive will be eliminated from further consideration
2. The College reserves the right to contact the reference information provided in the project experience.
3. As specified in Section II, B.6: Selection of Semi-Finalists (Shortlist), the Buyer may contact the Offeror for clarification of the response.
4. As specified in Section II C1.18: Offeror Qualifications, the Evaluation Committee may use other sources of information to perform the evaluation.

5. Responsive Statements will be evaluated on the factors in Section V, which have been assigned a point value. Based upon the responses submitted, the responsible Offerors with the highest scores will be selected to receive an RFP (Request for Proposals).

6. Taking into consideration the evaluation factors in Section V, (as specified in section II.B.8) responsible Offerors whose Statements are the most advantageous to the College will be recommended for Step 2. However, please note that regardless of overall score, a serious deficiency in the response to any one factor may be grounds for rejection.

Attachment A. Insurance Requirements

The **AWARDED** Offeror ("Contractor") shall furnish San Juan College ("College") one copy each of Certificates of Insurance required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of insurance carried by the Contractor and all subcontractors. Contractor shall either include or require each subcontractor to procure and maintain said insurance. The Certificates of Insurance shall be on the current ACORD form or other forms acceptable to the College, signed and dated by a person authorized by that insurer to bind coverage on its behalf and licensed or approved to do business in the state of New Mexico. Insured name and address must match legal name on the Agreement and W9 forms. Certificate(s) must include insurance agent's name, address and phone number and Contractor's name and address, plus policy number(s) and period(s); types/descriptions of coverage; policy limits; special instructions or terms of coverage (additional insured, waivers of subrogation, identification of project or operations with respect to the certificate being issued). Certificates must identify the College as the certificate holder. Insurers must carry AM Best ratings of "A- (Excellent)" or better. Such certificates shall also contain the following statements:

1. San Juan College, its Board of Trustees, officers, agents, employees, and volunteers listed as additional insured.
2. The insurance coverage certified shall not be canceled or materially changed except after forty-five (45) days written notice to the College. If the insurance company refuses to provide notice, Contractor shall notify College within seven (7) days' notice of insurer's refusal.
3. Waiver of Subrogation in favor of San Juan College.

For this procurement, the Contractor shall purchase and maintain the following types and limits: Required types of insurance will be marked with an X; those not marked are not required for this project.

[X] Section 1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

1.1 Worker's Compensation insurance as required by applicable state law for all of the Contractor's employees engaged at the site referred to in this procurement. If any portion of the work is to be sublet, the Contractor shall require the sub-contractor similarly to provide such coverage (or qualify as self-insured) for the latter's employees to be engaged in such work.

1.2 Employer's Liability at \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

[X] Section 2. (COMMERCIAL) GENERAL LIABILITY

Coverage for premises & operations; personal injury; advertising injury; products & completed operations;

- 2.1 \$1 million each occurrence for bodily injury and property damage
- 2.2 \$2 million general aggregate
- 2.3 \$1 million products liability/completed operations aggregate
- 2.4 \$1 million personal and advertising injury
- 2.5 \$50,000 fire legal
- 2.6 \$5,000 medical payments
- 2.7 \$1 million pollution (each loss & when applicable)
- 2.8 \$2 million pollution liability (total all losses & when applicable)

[X] Section 3. AUTOMOBILE LIABILITY

Required if driving onto College controlled or owned property.

3.1 \$1 million commercial/business, each accident for bodily injury and property damage for all owned, leased, hired, non-owned, employee owned vehicles and other equipment both on and off work premises. Must include personal injury protection when applicable.

a. If driving personal vehicles, drivers must carry appropriate state required personal insurance, proof of personal coverage is not required but that does not excuse or eliminate the requirement.

3.2 \$100,000 minimum Truck Cargo Legal Liability including theft (when applicable)

3.3 If removing pollutants/hazardous materials, coverage must include auto exposure for transportation including auto pollution endorsements and motor carrier act endorsements.

[] Section 4. BUILDER'S RISK /INSTALLATION FLOATER

[] 4.1 Builders Risk at a minimum of full project cost per project.

[X] 4.2 Installation Floater (no actual building alterations) for materials and/or equipment installed in existing structures or infrastructure to include theft, faulty workmanship, mechanical or electrical damage during testing and labor costs to repair damaged work and soft costs; flood and earthquake coverage.

[] Section 5. DRONE INSURANCE

For all owned, hired, and non-owned equipment, (not applicable if drones are not being used on this project or location).

5.1 \$1 million minimum extended to bodily injury, property damage, personal injury, and advertising injury.

[] Section 6. CRIME/EMPLOYEE DISHONESTLY

Required if Contractor has access to valuable property or equipment, confidential or personal information, on-site or remote access to computer network and data, collects money or other forms of payment, or makes payments for Owner.

6.1 \$1 million per loss.

[] Section 7. POLLUTION LIABILITY

Required when scope of work includes hazardous materials, environmental hazards exist, or as requested.

Coverage to include bodily injury, property damage (including natural resource damage), cleanup costs, removal, storage, disposal, and/or use of pollutants and defense, including costs and expenses from investigation, defense, or settlement of claims. Including sudden and gradual pollution conditions from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. If removing pollutants, auto liability with auto pollution endorsements and Motor Carrier Act Endorsement and any and all local, state, and federal requirements.

7.1 \$1 million per loss | \$3 million aggregate.

Coverage continues during reporting and discovery period three (3) years from when work is completed.

[] Section 8. PROFESSIONAL LIABILITY (Errors & Omissions)

8.1 \$1 million per occurrence/claim per policy year \$3 million aggregate.

If "claims made", coverage must include claims made during the policy period and reported within three (3) years of Agreement termination except for construction (including design-build Agreements) which must extend five (5) years. Insured names and addresses must match information provided in Agreement unless insurance is in an individual's name; if the latter, please explain person's relationship (Engineer, Consultant, etc.) to the Agreement.

[] Section 9. NETWORK SECURITY/PRIVACY LIABILITY/CYBER SECURITY

9.1 \$5 million.

Including but not limited to computer or network system attacks; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access and use of computer systems; privacy liability; and breach response coverage. Breach response sub-limits of at least fifty (50%) of the liability limit.

[] Section 10. PROFESSIONAL LIABILITY for Information Technology including Cyber Risk

10.1 \$1 million each claim/loss | \$2 million aggregate for projects under \$500,000

10.2 \$5 million each claim/loss | \$5 million aggregate for project over \$500,000

10.3 If "claims made" must cover claims made during the policy period and reported within three (3) years of termination of Agreement. If on an occurrence basis, coverage must continue for an additional one (1) year following termination of Agreement. Insured names and addresses must match information provided in Agreement unless insurance is in an individual's name; if the latter, please explain person's relationship (Engineer, Consultant, etc.) to the Agreement.

[] Section 11. TECHNOLOGY ERRORS & OMMISIONS

11.1 \$5 million. Including defensive costs.

If on a "claims made" basis must be in place at least three (3) years after the project completion or termination of Agreement.

[] Section 12. UMBRELLA LIABILITY (Excess Liability)

If available or as requested.

[X] Section 13. PERFORMANCE AND PAYMENT BOND

Required when the total project cost is \$25,000 or more. The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Performance and Payment Bonds shall be equal to 100% of the awarded contract amount.

GENERAL:

- 1.** The College requires all insurance policies be on a primary, non-contributory basis with other insurance coverages and/or self-insurance carried by the College.
- 2.** The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies. Failure to comply during the term of the Agreement is considered a material breach of the Agreement and is cause for immediate termination of the Agreement at the College's discretion.
- 3.** The College reserves the right to reduce, increase or waive requirements on a case-by-case basis.
- 4.** The College is not liable for any damage or loss of Contractor's personal property.

5. By requiring this insurance, the College does not represent that coverage and limits are necessarily adequate to protect Contractor or limit its liability. Failure of the College to demand proof of insurance or other evidence of full compliance with these insurance requirements or failure of the College to identify a deficiency is not a waiver of Contractor's obligation to maintain such insurance. Neither the College's approval nor failure to disapprove certificates, policies or insurance relieves the Contractor of full responsibility to maintain required insurance in full force and effect.

Original attached file(s)

Seq.	File	Description	Required
1	Certificate of Insurance.pdf	Attach Offeror's Certificate(s) of Liability Insurance here.	Required

Attachment B. Technical Specifications Response Form

Please complete the form below as indicated in the Technical Specifications section IV.B.

Item Number	Item Name	Response
1	Contractor's Statement of Qualifications	
2	Health & Safety	
3	Inspection and Testing Plan	
4	Emergency Response Timeline	
5	Management Plan	

Attachment C. Cost Response Form

LABOR PRICING

Offeror agrees to perform the work according to the conditions and specifications described herein at the prices stated in the Cost Response Form following throughout the time period of the initial one year contract term.

STRAIGHT TIME HOURLY RATE: Business/Operating Hours 8:00 a.m. to 5:00 p.m. Monday thru Friday, excluding Weekends and Holidays

OVERTIME HOURLY RATE: 5:01 p.m. to 7:59 a.m. Monday thru Friday including Weekends and Holidays. Overtime/holiday rates will be allowable only in emergency situations and only with prior approval of the College's Mechanical & Electrical Supervisor or designee.

NOTE: If your firm has an apprenticeship program, attach supporting document of the program you have. Identify the number of periods and the percentages of journeyman rates which apply. Invoices will identify apprentices and

bill at the quoted rates.

CONTRACT TERM:

This contract shall be for a period of one year, starting July 01, 2023, with the option to renew for three (3) additional one-year periods, for a maximum four-year. Also, it shall be noted that per State Statute, the use of this RFP by other local public bodies is permissible upon mutual consent from the College and the awarded Offeror/Contractor.

The subsequent contract shall be considered a **FIRM FIXED-PRICE CONTRACT**. The prices proposed shall remain firm for the first year and shall include all charges that may be incurred in fulfilling the terms of the contract. The awarded Offeror shall be notified via USPS Certified Mail by the College.

Should the contractor wish to have this annual contract renewed for an additional year, the awarded Offeror shall submit its updated pricing on or before May 01 of each year to the College's Senior Purchasing Director and the College Maintenance Supervisor for approval. Should the Contractor wish not to renew this annual agreement, notification must be sent to the College Senior Purchasing Director and the College Maintenance Supervisor prior to May 01.

NOTE: Failure to submit an updated pricing list or submit notification of non-renewal, will ensure that the current pricing will also be effective for the ensuing year.

Cost proposal shall not include taxes. Upon proposal acceptance and contract award, the successful Offeror shall itemize the proper sales taxes on all invoices submitted in addition to the accepted proposal amount.

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offer Bid

----- X Available Award Points
This Offeror's Bid

Original attached file(s)

Seq.	File	Description	Required
1	Cost Response - Additional information.docx	1. Please include any additional costs not listed below. 2. Please include cost and material mark-up percentage as well. 3. Also provide a copy of your maintenance service agreement here.	Required

Item Number	Item Name	UOM	Quantity	Unit Price	Total
1.	Straight Time Hourly Rate	Hour	10.00		
2.	Overtime Hourly Rate	Hour	10.00		
3.	Holiday and Weekend Hourly Rate	Hour	10.00		
4.	Emergency Response Hourly Rate	Hour	10.00		
5.	Travel Hourly Rate (portal-to-portal)	Hour	10.00		
6.	Repair Crew Billing rate - Straight time	Hour	10.00		

Item Number	Item Name	UOM	Quantity	Unit Price	Total
7.	Premium Fire Suppression Preventive Maintenance Agreement (1year)	Package	1.00		

Attachment D. Bid Bond & Bonding Capability

Bonds shall be required when the total project cost is \$25,000 or more on construction projects. The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Performance and Payment Bonds shall be equal to 100% of the construction contract amount.

NOTE: A subcontractor shall provide a performance and payment bond on all public works projects if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

Original attached file(s)

Seq.	File	Description	Required
1	AIA Document A310-2010 - Sample-Bid Bond.pdf	Please attach copy of Insurance notification stating your performance and payment bonding capacity.	Required

Attachment E. Background Check

All Awarded Offeror's Qualified Personnel (employees) shall undergo a background check at the cost of the Awarded Offeror (Contractor) and not at an additional cost to the College.

The Contractor and its employees on College controlled property must pass criminal background checks. It is the Contractor's responsibility to obtain and verify employees have undergone background checks that include verifying criminal history (federal, state and local) and ensuring none are on the sex offender registry. College reminds Contractor that there are minors on campus and at College sponsored events and the criminal histories of the Contractor and its employees cannot preclude them from contact with minors. Contractor must notify the College's Department of Public Safety, (505) 566-4444, of any issues regarding background check results.

Offeror shall provide a narrative describing the firm's background check process/procedure; should include pertinent information regarding the background checks such as frequency, type of check and evaluation criteria for determining "acceptable" or "passing" background checks, which could include the internal policy and procedures associated with Qualified Personnel's background checks.

The narrative and a statement of concurrence are required and must be included in the Offeror's proposal.

Original attached file(s)

Seq.	File	Description	Required
1	Background Check.docx	Attach narrative and statement of concurrence here.	Required

Attachment F. Pay Equity Reporting Form

The Offeror must agree with the requirements of reporting as defined in Section II.C.1.31. A statement of concurrence with this requirement must be included in Offeror's submitted proposal. Out-of-state Offerors who have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state Contractor, fulfilled directly by the out-of-state Contractor, and not passed through a local Contractor. However, such out-of-state Offerors must still submit a statement of concurrence which reads as follows:

“Offeror concurs with the Pay Equity Reporting as defined in Section II.C.1.31. If Offeror should be successful, Offeror would come under the definition of out-of-state Contractor.”

Original attached file(s)

Seq.	File	Description	Required
1	Pay Equity Reporting.docx	Please attach statement of concurrence here.	Required

Attachment G. Non-Disclosure Agreement

Not Applicable to this Procurement

Exhibit A Campaign Contribution Disclosure Form

Original attached file(s)

Seq.	File	Description	Required
1	Campaign Contribution Disclosure Form rev11.2021.pdf	Please complete and sign and reattached form.	Required

Exhibit B. Sample Contract

Informational only

Original attached file(s)

Seq.	File	Description	Required
1	Sample Services Agreement..pdf	Please see attached Sample Services Agreement	Optional

Exhibit C. Debarment/Suspension Status & Non-Collusion Affidavit

The Attached document is required to be signed and notarized prior to reattaching here.

Original attached file(s)

Seq.	File	Description	Required
1	Debarment Suspension Status Non-Collusion Affidavit.pdf	Please print, complete and reattach the provided Affidavit document. This document must be notarized.	Required

Exhibit D. New Mexico Employees Health Coverage Form

Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information [BeWellnm - Your Health Insurance Marketplace in New Mexico](#)

Please print, complete and reattach the document below.

Original attached file(s)

Seq.	File	Description	Required
1	New Mexico Employees Health Coverage.pdf	Please print, complete and reattach the attached document.	Required

Exhibit E. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form below. The attached form **must** be completed and must be signed by the person authorized to obligate the company/firm.

Original attached file(s)

Seq.	File	Description	Required
1	Letter of Transmittal Form.docx	Please print, complete and reattach the attached document.	Required

Item Number	Item Name	Response
1.	I acknowledge receipt of any and all addenda to this RFP	

Exhibit F. Resident Business / Resident Veterans Certification

NEW MEXICO RESIDENT PREFERENCE

Offerors requesting to receive New Mexico Resident Preference, New Mexico Native American Resident, New Mexico Veterans, or New Mexico Native American Veterans Business Preference points as applicable per §13-1-21 NMSA 1978, must attach a valid Preference Certificate with their online response. Submitted certificates shall be validated by the College with New Mexico Tax & Revenue Department. A response is required.

Offerors selecting, "Yes, Firm is Eligible" in response New Mexico Resident Veteran's Preference must declare the amount of preference by completing the attached form and re-attaching it. A response is required.

NOTE: Preference points will only be applied if a copy of the Certificate issued on or after July 1, 2016 is included/attached.

Original attached file(s)

Seq.	File	Description	Required
1	NM Resident_Resident Veteran Preference Certification.pdf	To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue https://secure.mvd.newmexico.gov/residentcertificate/ A. New Mexico Business Preference B. New Mexico Resident Veterans Business Preference In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP. An agency shall not award a business both a resident business preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.	Optional

Item Number	Item Name	In-State Preference Eligibility
1.	Declaration of Eligibility for New Mexico Resident Preference. If selecting Yes, Offeror must attach a valid New Mexico Resident Preference Certificate to receive the preference points.	
2.	Declaration of Eligibility for New Mexico Resident Veteran's Preference. If selecting Yes, Offeror must re-attach Resident Veteran's Preference Certification Form.	