ADDENDUM FOR RE-BID

TO: All Prospective Offerors

From: Bron Heintz, Project Manager, Sam Sterling Architecture

Date: November 22, 2013

RE: CNM Marketing & Communications Office Renovations #T-2913 RE-BID

The attached addendum is issued for the purpose of replacing portions of the original Bidding Documents dated October 4, 2013. They are hereby made part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listing thereof.

All other provisions of the Contract Documents shall remain unchanged.

This Addendum consists of Section 00010 Invitation to Bid (3 pages) Section 00100 Instructions to Bidders (18 pages) Section 00200 Bid Response Form (9 pages)

Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

Bron Heintz, Project Manager, SSA
SECTION 00010

INVITATION TO BID

BID NUMBER: T-2913

PROJECT: Central New Mexico Community College (CNM)
Marketing and Communications Office Renovations

OWNER: GOVERNING BOARD OF CENTRAL NEW MEXICO COMMUNITY COLLEGE (CNM)
525 BUENA VISTA SE
ALBUQUERQUE, NM  87106

OWNER'S PROCUREMENT CONTACT:
KEITH ADAMS, CNM SENIOR BUYER
CENTRAL NEW MEXICO COMMUNITY COLLEGE
PURCHASING DEPARTMENT
525 BUENA VISTA SE,
“A” BUILDING, ROOM #A109
ALBUQUERQUE, NM  87106
PHONE (505) 224-4546
FAX (505) 224-4548
E-mail address: jadams49@cnm.edu

A. Invitation: You are invited to bid on a general contract, furnishing all labor and materials, including all site, architectural, structural, mechanical and electrical work as indicated on the Drawings and as specified within the Project Manual for a complete project.

1. A Mandatory Pre-Bid meeting will be held on December 3, 2013 at 10:30 AM local time at CNM Main Campus – “A” Building, MCO Office. Jennifer Davis, CNM Project Manager of Facilities Planning will conduct a site visit at that time. All Contractors intending to submit a Bid for this Project must attend this Mandatory Pre-Bid meeting. Failure to attend will render any submitted Bid non-responsive.

B. Receipt of Bids: The Owner will receive sealed Bids from Bidders until 3:00 PM local Mountain time on December 13, 2013 at Central New Mexico Community College (CNM), Main Campus, 525 Buena Vista SE, A Building, Room #A109, Albuquerque, New Mexico, 87106. Bids received after that time will not be accepted. For informational purposes only, Bids will be opened publicly and read aloud at that time and location. All interested parties are invited to attend.

C. Contract Documents: The proposed Contract Documents may be examined at the following locations.

<table>
<thead>
<tr>
<th>Builders News &amp; Plan Room</th>
<th>3435 Princeton, N.E., Albuquerque, NM, 87107</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Reporter</td>
<td>1609 2nd Street, N.W., Albuquerque, NM 87102</td>
</tr>
<tr>
<td>Construction News Service</td>
<td>75 Centennial Blvd., Colorado Springs, CO, 80919</td>
</tr>
</tbody>
</table>
D. The proposed Contract Documents may be modified prior to execution of the contract to reflect Owner’s decisions as to optional methods of compliance with the New Mexico Prompt Payment Act.

E. Securing Documents: Bona fide general contract bidders, subcontractors and manufacturers may secure copies of the proposed Contract Documents from:

**Albuquerque Reprographics, Inc**
ATTN: Anna
4716 McLeod NE
Albuquerque, NM 87109
(505) 884-0862

on the following basis:

1. **General Contractors:** Three (3) sets of Contract Documents may be obtained upon deposit of $75.00 per set, refundable upon return of undamaged/unmarked sets, including all addenda/amendments, within ten (10) days after receipt of bids. No partial sets will be issued. Architect will determine whether or not set is undamaged/unmarked, refunds will be mailed after sets have been checked. Checks shall be made payable to Central New Mexico Community College (CNM) Purchasing Department.

2. **Mechanical and Electrical Subcontractors:** One (1) set of Contract Documents may be obtained upon deposit of $75.00 per set, refundable upon return of undamaged/unmarked set, including all addenda/amendments, within ten (10) days after receipt of bids. No partial sets will be issued. Architect will determine whether or not set is undamaged/unmarked, refunds will be mailed after sets have been checked. Checks shall be made payable to Central New Mexico Community College (CNM) Purchasing Department.

3. **All Other Subcontractors and Manufacturers:**
   a. Copies of entire sets of Contract Documents may be obtained upon deposit of $75.00 per set, refundable upon return of undamaged/unmarked set, including all addenda, within ten (10) days after receipt of bids. No partial sets will be issued. Architect will determine whether or not set is undamaged/unmarked, refunds will be mailed after sets have been checked. Checks shall be made payable to Central New Mexico Community College Purchasing Department.
   b. Copies of portions of the Contract Documents (Technical provision sections and drawing sheets) may be obtained at a cost established by the Architect - non-refundable. If Subcontractors, and Manufacturers obtain copies of portions of Contract Documents, they shall be responsible for reading and comprehending the requirements of all portions of the Contract Documents and shall be liable for same.

F. **Information:** Architectural and engineering firms to contact for information regarding this project are as follows:

ARCHITECT: Sam Sterling, AIA
Sam Sterling Architecture, LLC
(505) 232-2520
bron@samsterlingarchitecture.com
924 2nd Street NW
Albuquerque, NM 87102

STRUCTURAL ENGINEER: Jeremy Randall, PE, SE
Walla Engineering
6501 Americas Pkwy NE Ste 301
Albuquerque, NM 87110
505-881-3008
jeremyr@wallaengineering.com

MECHANICAL ENGINEER: David Graham, PE
Coupland-Moran Engineers
6001 Indian School Road NE
Suite 200
Albuquerque, NM 87110
505-314-7500
davidg@cmenm.com

ELECTRICAL ENGINEER: Phil Springer
Coupland-Moran Engineers
6001 Indian School Road NE
Suite 200
Albuquerque, NM 87110
505-314-7500
phils@cmenm.com

G. Additional Information:

1. Any notice required to be given or which may be given under this Invitation to Bid or the resultant Contract shall be made to the Director of Purchasing in writing and delivered in person or via first class mail to the following address:

   Central New Mexico Community College (CNM)
   525 Buena Vista SE
   “A” Building, Room A109
   Albuquerque, NM 87106

END OF INVITATION TO BID
SECTION 00100
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 GENERAL.

A. The Contract shall be based upon the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, 2007 EDITION, AIA document A201, as amended and modified in SECTION 00300. THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, AIA form A101 shall be used in the execution of the Contract. The AIA documents as referenced above may be viewed at the office of the Architect.

B. It is the Contractor's responsibility to become aware of any recent changes in legislation that might affect the form of Bid and to comply with SECTION 00300 SUPPLEMENTARY CONDITIONS, and other conditions as set forth in the Bid Response Forms. Without limitation, it is Contractor’s responsibility to be aware of and make subcontractors aware of the provisions of the Bidding Documents with respect to compliance with the New Mexico Prompt Payment Act.

C. CID license recommendation: “The prime contractor/bidder shall have a GB-98 All electrical and mechanical work must be subcontracted if the prime contractor is not authorized to perform this work. The HVAC work is covered by the MM-3 or MM-98. The electrical work up to 600 volts is covered by the EE-98, and over 600 volts by the EL-01. The building renovation is covered by the GB-98. A contractor can be the prime if the classification held by the licensee covers the major portion of the work, based on dollar amount. The exception is the GB-98, who can bid as prime regardless of the percentage of work in the electrical or mechanical trades as long as there is some GB-98 work. Because there is GB-98 work involved, the GB-98 contractor could be the prime contractor regardless of the percentage of work in the electrical or mechanical trades.

D. Tentative Schedule:

*Bid Advertising Date: 11/24/13
*Mandatory Pre-Bid Meeting Date: 12/03/13

Location: CNM Main Campus
MCO Office, “A” Building
525 Buena Vista SE
Albuquerque, NM  87106

Time: 10:30-11:00 A.M.

(All Contractors intending to submit a Bid for this Project must attend this Pre-Bid meeting. Failure to attend will render any submitted Bid non-responsive)

*Request for Substitutions Deadline: 12/05/13
*Bid Questions/Clarifications Deadline: 12/05/13
*Bid Due Date: 12/13/13
*Bid Due Time: 3:00 PM, Local Time
*Location: CNM Purchasing Office
Building “A”, Room A109
525 Buena Vista SE
Albuquerque, NM  87106
1.02 DEFINITIONS.

A. "Bidding Documents" include the Bidding Requirements and the proposed Contract Documents. The "Bidding Requirements" consist of the Invitation to Bid, Instructions to Bidders, General Terms and Conditions, Bid Response Form, Supplementary Instructions to Bidders, A/E to provide State of New Mexico Department of Labor Wage Rates Decision number, Change order forms, and other sample bidding forms. The proposed "Contract Documents" consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda/Amendments issued prior to execution of the Contract.

B. All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, as amended, or in other Contract Documents, are applicable to the Bidding Documents.

C. "Addenda/Amendments" are written or graphic instructions issued by the Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

D. A "Bid" is a complete and properly signed bid to do the Work for the sums stipulated therein submitted in accordance with the Bidding Documents.

E. "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described as the base (excluding taxes), to which Work may be added, for sums stated in the Alternates, if any.

F. An "Alternate" is an amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in Project scope of materials or methods of construction described in the Bidding Documents is accepted by Owner.

G. A "Bidder" is one who submits a Bid for a prime contract with the Owner for the Work described in the Bidding Documents.

H. A "Subcontractor" is one who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

I. "Day" or "Days" shall mean calendar days unless specified otherwise.

J. The "Owner" is Central New Mexico Community College (CNM).

K. A “Responsible Bidder” is defined under NMSA 13-1-82: Definition; responsible bidder. "Responsible bidder" means a bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described the the invitation for bids.

1.03 BIDDER'S REPRESENTATIONS.

INSTRUCTIONS TO BIDDERS

Bid #T-2913. Advertised November 24, 2013
Copyright CNM, 2013. All rights reserved.
A. Each Bidder, by making a Bid, represents that:

1. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith, and that Bidder and Bidder’s Subcontractors are familiar with and in agreement with the provisions of the Bidding Documents with respect to the New Mexico Prompt Payment Act.

2. The Bidder has visited the site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

3. The Bid is based upon the materials, systems and equipment described in the Bidding Documents without exception.

4. The Bidder has carefully examined the proposed Contract Documents and the construction site to obtain first-hand knowledge of all proposed Work and all existing improvements and conditions at the site. The Bidder has made all appropriate examinations, investigations and tests and has made a provision as to the cost thereof in his Bid.

5. The Bidder is prepared to execute, deliver and perform as required by the Contract Documents.

1.04 BIDDING DOCUMENTS.

A. Copies:

1. Bidders may obtain from the Albuquerque Reprographics complete sets of the Bidding Documents in the number and for the deposit sum stated in the Invitation to Bid. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten (10) days after date for receipt of Bids. The cost of replacement of any missing or damaged documents will be deducted from the deposit. A Bidder receiving a contract award may retain the Bidding Documents and his deposit will be refunded.

2. Bidding Documents will not be issued to Subcontractors or others unless specifically offered in the Invitation to Bid, or in Supplementary Instructions to Bidders.

3. Complete sets of Bidding Documents shall be used in preparing Bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. The Owner or the Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

B. Interpretation or Correction of Bidding Documents:

1. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work, if any, being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site
and local conditions, and shall at once report to Owner's Purchasing Department errors, inconsistencies or ambiguities discovered.

2. Bidders requiring clarification or interpretation of the Bidding Documents shall submit all questions about the non-technical sections of the Work to the Owner's Purchasing Department, in writing not later than five (5) days prior to the date for receipt of Bids, including any discrepancies, omissions, or ambiguities noted by any Bidder. Bidders shall submit all questions about the technical sections of the proposed Contract Documents to the Project Architect in writing not later than five (5) days prior to receipt of Bids, including any discrepancies, omissions, or ambiguities noted by any Bidder. If appropriate, the Owner's Purchasing Department will issue a written Addendum which shall thereafter become part of the Bid Documents and proposed Contract Documents. No oral interpretations shall be given by the Owner or Architect and, if given, shall not be binding upon the Owner unless reduced to a written Addendum issued by the Owner’s Purchasing Department prior to receipt of Bids. All Bids shall be responsive to and include any Addenda/Amendments issued prior to receipt of Bids.

C. Brand Name or Equal Specifications:

1. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The brand names, part and/or catalog numbers are used to describe the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition. Requests for substitutions will be considered as stated and outlined below in Section D, “Substitutions”.

D. Substitutions:

1. Prior Approvals request form (01 24 14 in the spec).

   1. No substitution will be considered prior to receipt of Bids unless written request for approval has been submitted by the Bidder and has been received by the Project Architect as required in 1.01, D, Tentative Schedule, above. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other portions of the Work that incorporation of the substitute would require shall be included. The burden of the proof of the merit of the proposed substitution is upon the proposing Bidder. The Architect decision of approval or disapproval, after consultation with the Owner, of a proposed substitution will be final.

2. A request for a substitution constitutes a representation that the Bidder:

   a. Has personally investigated the proposed material, product, and/or equipment and determined that it is equal to or superior in all respects to that specified in the Bidding Documents.

   b. Will provide the same warranties or bonds for the substitution as for the material, product, and/or equipment specified in the Bidding Documents.
c. Will coordinate the installation of an accepted substitution into the Work and make such other changes as may be required to make the Work complete in all respects.

d. Waives all claims for additional costs related to the substitution.

3. If the Buyer approves any proposed substitution prior to receipt of Bids, such approval will be set forth in a written Addendum issued through Owner's Purchasing Department. Bidders shall not rely upon approvals made in any other manner.

4. No substitutions shall be considered after the Contract award unless specifically provided in the Contract Documents.

E. Addenda/Amendments:

1. All Addenda/Amendments shall be located at Owner’s website: http://www.cnm.edu/depts/purchasing/request-for-bids. Addenda/Amendments may also be found at various plan rooms but Owner’s website is the official and governing location for this Bid and all associated Addenda/Amendments that may be issued regarding this Bid. It is the Bidder’s responsibility to monitor this site for possible amendments, changes, or other updated information related to the Bid.

2. The Owner may attempt to make all Addenda/Amendments available to all who are known by the Owner to have received a complete set of Bidding Documents, however, it remains the Bidders’ responsibility to monitor Owner’s website for all Addenda/Amendments issued regarding this Bid.

3. The Owner and/or Architect will attempt to assure that copies of Addenda/Amendments are made available for inspection at the Reprographics Company responsible for document distribution, however, it remains the Bidders’ responsibility to monitor Owner’s website for all Addenda/Amendments issued regarding this Bid.

4. Addenda/Amendments will be issued whenever convenient for the Owner.

5. Each Bidder shall ascertain prior to submitting his Bid that he has received all Addenda/Amendments issued, and all Addenda/Amendments must be acknowledged in Bidder’s Bid Response Form, Section 00200.

1.05 BIDDING PROCEDURE.

A. Form and Style of Bids:

1. Where so indicated by the makeup of the Bid Response Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.

2. Interlineation, alteration or erasure of entries by Bidder on the Bid Response Form must be initialed by the signer of the Bid.

3. Bids must be submitted on the prescribed Bid Response Form without alteration (see SECTION 00200). Fill in the blank spaces neatly, in ink or typewritten. Bids shall be signed with the name and title/position of the signatory typed below the signature. If the
Bid is submitted by a sole proprietorship, it shall be signed by the individual Owner. If the Bid is submitted by a joint venture or general or limited partnership, the name and address of each joint venture member or general partner must be listed by an authorized general partner or joint venture member. If the Bid is submitted by a corporation, the corporate name and business address must be given and the Bid signed by either the President or an authorized Vice President of the Corporation or other authorized individuals. Include the New Mexico Contractor's License Number and the resident Contractor's Certificate Number. Any written changes must be initialed by the person signing the Bid. Bids in which acceptance is in some manner restricted or conditioned by the Bidder will be reviewed by the Owner. If the limitations imposed are not in the best interest of the Owner or are prejudicial to other Bidders, the Bid will be rejected. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".

5. Bidders shall make no additional stipulations on the bid form nor qualify their Bids in any other manner.

6. Bids shall be submitted in accordance with Paragraph 1.17 of these Instructions to Bidders.

B. Bid Security:

1. Each Bid must be accompanied by a Bid Security in an amount of not less than five percent (5%) of the Bid. Bid Security shall be payable by a bid bond, or cashier's check payable without condition to Central New Mexico Community College (CNM), Albuquerque, New Mexico. Bid security will be returned as soon as practical after the opening of Bids and the successful Bidder has furnished the performance and payment bonds, or if no award has been made within 30 days after the opening of Bids, upon demand of the Bidder at anytime thereafter, so long as he has not been notified of the acceptance of his Bid. The Bid Security shall be given as a guarantee that the Bidder will enter into an Agreement with the Owner as provided for in the proposed Contract Documents and furnish the required payment/performance bonds and insurance certificates and endorsements if awarded for the Project. The required performance and payment bond(s), endorsements, etc. shall be delivered (or satisfactory evidence that such documents will be furnished) within ten (10) days after notification of award. If the Bidder's Bid is accepted by the Owner then, should the Bidder fail to execute the Agreement called for in the proposed Contract Documents or deliver to Owner the required bonds/insurance certificates/insurance endorsements and other documents called for in the proposed Contract Documents, then Owner may collect on the bid bond or other bid security and recover appropriate damages and terminate any and all rights or interest of the Bidder with respect to the Project or the Work.

2. Each Bid shall be accompanied by a Bid Bond or Cashier's Check in the required form and amount pledging that the Bidder will enter into a Contract with the Owner on the terms stated in his Bid and will furnish bonds as described hereunder in Instructions to Bidders, paragraph 1.09, covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such
Contract or fail to furnish such bonds, the amount of the Bid Bond or cashiers check shall be forfeited to the Owner as liquidated damages, not as a penalty.

3. The Bond shall be issued by a surety licensed to do business in the State of New Mexico listed on the current U.S. Treasury Surety List, and acceptable to the Owner. The Attorney-in-Fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his Power of Attorney.

4. The Owner will have the right to retain the Bid Security of the Bidders until either:
   a. The Contract has been executed and payment and performance bonds, etc. have been furnished,
   b. The specified time has elapsed so the Bids may be withdrawn; or
   c. All Bids have been rejected.

C. Submission of Bids:
   1. Sealed Bids and Bid Security shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened. See paragraph 1.17 of this Section 00100.
   2. Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids.
   3. Oral, telephonic or telegraphic (fax) Bids are invalid and will not receive consideration.

D. Modification or Withdrawal of Bid:
   1. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting the Bid.
   2. Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the Owner at the place and prior to the time designated for receipt of Bids.
      a. Such notice shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
   3. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
   4. Bid Security shall be in the amount sufficient for the Bid as modified or resubmitted.

1.06 CONSIDERATION OF BIDS.
A. Opening of Bids: Properly identified Bids received on time will be opened publicly and will be read aloud.

B. Rejection of Bids: The Owner has the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular. **CONDITIONAL BIDS WILL NOT BE ACCEPTED.**

C. Acceptance of Bid:

1. The Owner has the right to waive any informality or irregularity in any Bid received and to accept the Bid which, in the Owner's sole judgment, is in the Owner's own best interests.

2. It is the intent of the Owner to award a Contract to the lowest Responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available, and further provided that the Responsible Bidder meets the qualifications requirements as noted in Article 1.07 below and is found by Owner, in Owner’s sole judgment, to be properly qualified to carry out the obligations of the Contract and to complete the Work contemplated herein. **Note:** The Contract award shall be contingent upon approval by Owner's Governing board.

3. If the Owner wishes to accept any Alternates, then the Contract Award will be made to that Responsible Bidder submitting the low combination of Base Bid and Alternates accepted, provided that the Responsible Bidder meets the qualifications requirements as noted in Article 1.07 below and is found by Owner, in Owner’s sole judgment, to be a Responsible Bidder and properly qualified to carry out the obligations of the Contract and to complete the Work contemplated in this Bid.

### 1.07 QUALIFICATIONS OF BIDDER.

A. The Owner may make any investigations it deems necessary to determine whether or not Bidder is a Responsible Bidder and to determine the ability of the Bidder to perform the Work. Bidders shall furnish the Owner all such information and data for this purpose as the Owner may request.

B. Using the form provided in Section 00200, Bid Response, All Bidders shall provide three (3) references for previous work performed within the previous twenty four (24) months that is relevant or similar to the Work called for in this Bid. List references with institutes of public education, higher education, commercial facilities, municipalities, non-profit and/or community organizations and/or financial institutions. If Bidder has previously worked with Owner, Bidder may include such work in its reference list but the Owner reference should be in addition to, and **not** one of the three (3) required references. Bidder’s references shall include:

* Reference's name,

* Reference's representative who served as the day-to-day liaison during planning, design, and/or construction of the project, and

* Reference’s representative's telephone, fax numbers and email addresses. All are mandatory.
INSTRUCTIONS TO BIDDERS

Bid #T-2913. Advertised November 24, 2013
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1.08 SUB-CONTRACTORS.

A. Listing:

1. Subcontractors:

   a. The Bidder shall list the subcontractors he proposes to use for all trades or items on the Bid Response Form. The listing of subcontractors shall be in accordance with the New Mexico Subcontractors Fair Practices Act, sections 13-4-31 through 13-4-42 NMSA 1978 (1992 Repl.) (the "Fair Practices Act"). The Bidder shall list all subcontractors and their place of business for trades listed on the form that fall above the listing threshold for this Project (see paragraph 1.16 of these Instructions to Bidders). The Bidder shall use the firm listed, or themselves if "General Contractor" has been listed, unless a request for a change or substitution is approved by the Owner for any reason as outlined herein. The successful Bidder shall identify all subcontractors to the Owner, in writing, within 30 days of execution of the Contract.

   b. The Architect and Owner shall consider any request for a change in the listed firms if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the Owner and the Bidder by not using the listed firm, or as otherwise set forth in the Fair Practices Act. Satisfactory reasons for a substitution may include, with respect to the Subcontractor, bankruptcy or insolvency, the inability to bond, or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made an inadvertent clerical error in listing a low subcontractor, a request for substitution, made after the Bid opening will be considered. The proof of error must be conclusive based upon the approval of said evidence by the listed subcontractor and/or any other confirmation satisfactory to the Architect and Owner.

Owner is not limited to the references provided by Bidders. Owner may, at its own discretion, obtain references from parties other than those provided by Bidders and such references shall be taken into consideration by Owner when determining whether or not Bidder is a Responsible Bidder and to determine Bidders’ qualifications to perform the Work required by this Bid.

Bidders are strongly recommended to verify reference phone numbers, fax numbers, email addresses and contact names for accuracy. Owner will not be responsible for obtaining updated or corrected reference information. Submission of incorrect or no information for references may have an impact on Owner’s assessment of Bidder’s determination as a Responsible Bidder and Bidder’s qualifications to perform the Work in this Bid, up to and including disqualification and rejection of Bid.

C. The Owner reserves the right to reject any Bid if, in the Owner’s sole judgment, the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that Bidder is a Responsible Bidder and is qualified to carry out the obligations of the Contract and to complete the Work contemplated herein.
c. The Bidder shall not list itself as the subcontractor for any trade unless he has previously performed work of this type or can prove to the Architect’s and Owner’s satisfaction that he actually has, or will obtain, fully adequate facilities and plans to perform the Work with his own forces.

d. Omission or non-compliance with the intent of the Subcontractor Listing Form will be grounds for considering a Bid as non-responsive.

e. The apparent low Bidder's Subcontractors Listing Form will be read following the Bid opening upon request.

2. The Bidder will, upon request, be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the Sections of the Specifications pertaining to the proposed Subcontractors respective trades.

3. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has objection, in the Architect’s or Owner’s sole judgment, to any person or organization on such list, and refuses in writing to accept such person or organization. Thereupon, the Bidder may, at his option:

   a. Withdraw their Bid; or

   b. Submit an acceptable substitute Subcontractor. In the event of withdrawal under this Subparagraph, Bid Security will not be forfeited.

4. Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

1.09 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND.

A. Security of Faithful Performance: The Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in an amount equal to one hundred percent (100%) of the Contract Sum including all Addenda/Amendments, applicable taxes and with such sureties secured through the Bidder’s usual sources, licensed to do business in the State of New Mexico and as may be agreeable to the parties. The cost of such bonds shall be included in the Bid.

B. Time of Delivery and Form of Bonds:

   1. The Bidder shall deliver the required bonds to the Owner not later than the date of the execution of the Contract, or if the Work is commenced prior thereto in response to a letter of Notice to Proceed, the Bidder shall, prior to commencement of Work submit evidence satisfactory to the Owner that such bonds will be furnished.

   2. The bonds shall be written on the AIA Document A311, Performance Bond and Labor and Material Payment Bond and shall be dated on or after the date of the Contract.
3. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.

1.10 SUBCONTRACTOR PAYMENT AND PERFORMANCE BONDS.

A. Senate Bill 207 (“SB 227”) (effective July 1, 2007) modifies the New Mexico Procurement Code to require that subcontractors whose contract for work to be performed on a project is One Hundred Twenty Five Thousand Dollars ($125,000.00) or more are required to provide a payment and performance bond. Contractors performing work on CNM Projects shall comply with SB 207 as follows:

1. All entities and persons doing business with CNM shall comply with SB 207.

2. Any subcontractors whose work to be performed on a CNM Project is $125,000.00 or more must provide payment and performance bonds.

3. Subcontractor is defined as a contractor who contracts directly with the general contractor (hereinafter “First Tier Subcontractor”).

4. CNM requires payment and performance bonds from all First Tier Subcontractors whose contracts, as determined by their bids submitted on bid day, are $125,000.00 or more.

5. The First Tier Subcontractor shall include in their payment and performance bond amounts, monies for any contractors, subcontractors with whom they contract for any CNM Project.

6. The subcontractor payment and performance bonds shall be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code, shall be sureties listed in the most current U.S. Treasury Circular 570, and shall name both the prime/general contractor and Central New Mexico Community College (CNM), as obligees.

7. The performance and payment bonds required under this section shall be provided to the general contractor at the time the subcontract is executed. The general contractor is required to provide CNM with certified copies of payment and performance bonds for all subcontracts of $125,000.00 or more prior to the (general contractor/subcontractor) starting work on any CNM Project.

8. The payment and performance bond shall be in the amount 100% of the subcontractor’s contract as determined by the bid submitted by the subcontractor on bid day.

9. The payment and performance bonds required by this section shall be provided at the expense of the subcontractor, who may include the bond premium in their bid. CNM will not pay additional monies, over and above the bid amount, for payment and performance bonds.

10. Nothing in this section relieves the general/prime contractor from its obligation to provide payment and performance bonds pursuant to N.M. Stat. Ann. §§ 13-4-18 and 19, New Mexico’s Little Miller Act.
11. The subcontractor payment and performance bonds required by this section shall be provided on AIA surety bond forms AIA document A312 or other acceptable form.

1.11 TIME OF COMPLETION AND LIQUIDATED DAMAGES.

A. Bidder must agree to commence work on or before a date specified in a written Notice to Proceed issued by the Owner.

B. The Bidder must agree to complete the Project within 120 consecutive calendar days thereafter.

C. The Owner will suffer financial loss if the Project is not substantially complete on the date set forth on the Contract Documents. The Bidder (and his surety) shall be liable for and shall pay to the Owner, not as a penalty, but as fixed, agreed upon liquidated damages, the amount of $500.00 per calendar day of the delay after the Contract completion date until the Work is determined by the Architect to be substantially complete, and as set forth in paragraph 1.43A of these Instructions to Bidders.

1.12 UTILIZATION OF SMALL AND MINORITY BUSINESS ENTERPRISES. It is the policy of the Owner that Small and Minority Business Enterprises shall have the opportunity to participate in the award of contracts by the Owner. The Bidder hereby agrees to carry out this policy in the awarding of subcontracts consistent with the efficient performance of the Contract, if received. Bidders acting in good faith may rely on the written representations by their Subcontractors as to business size and type.

1.13 RESIDENT CONTRACTOR AND MATERIALS PREFERENCE AND CRIMINAL LAWS. Resident Bidders shall be given preference on award of the contract in accordance with State requirements for public works contracts. Materials produced, grown, processed or manufactured in New Mexico by citizens or residents of New Mexico shall be given preference on award of the Contract in accordance with State requirements for public works contracts. New Mexico Criminal Laws prohibit bribes, gratuities and kick-backs.

1.14 TAXES. Bidder should be aware of the New Mexico Gross Receipts Tax (NMGRT). Do not include NMGRT in your Base Bid. Provision for reimbursement of these taxes are provided in the Supplementary Conditions (See SECTION 00300).

1.15 INSURANCE. Contractor's insurance requirements are set out in the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, 2007 EDITION, AIA document A201, as amended and modified by CNM in SECTION 00300. Five (5) signed copies of all required certificates, endorsements, or other evidence of insurance must be delivered to Owner as provided in the bid documents. Insurance certificates must show CNM as "additional insured". Document’s must reference this bid number on the face of the insurance certificate.

1.16 SUBCONTRACTORS (NEW MEXICO SUBCONTRACTORS FAIR PRACTICES ACT). Names of subcontractors providing over $5,000.00 of the total project cost, not including alternates, whichever is greater, shall be listed on the Bid Response Form, pursuant to the New Mexico Subcontractors Fair Practices Act. There shall be only one subcontractor listed for each classification. If a contractor fails to receive a bid for a category of work, he shall designate on the Bid Response Form that no bid was received. If a contractor fails to receive more than one bid for a category of work, he shall state on the Bid Response Form that only one subcontractor’s bid was received, together with the name of the subcontractor. This designation shall not occur.
more than one time on the subcontractor list. If a contractor fails to specify a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the Contract, the Contractor subcontracts any portion of the Work, except as provided in the Subcontractor Fair Practices Act, the Contractor shall be guilty of violation of the Subcontractor Fair Practices Act and subject to the penalties provided therein. The Owner reserves the right to disqualified subcontractors in accordance with the Conditions of the Contract. Contractor may not change any of the subcontractors so listed without Owner's consent. Owner's right to object following Notice of Award and execution of the Agreement to any subcontractor listed shall be as provided in the proposed Contract Documents (particularly Article 5 of the General Conditions). Should Owner object to any listed subcontractor prior to the Notice of Award, and Contractor fails to promptly secure an alternative subcontractor acceptable to Owner, then such shall be a basis for Owner rejecting a Bid as unresponsive.

1.17 SUBMITTALS. Deliver Bid Response Form, Bid Security, Debarment/Suspension Status and Non-Collusion Affidavit Form, and Subcontractor Listing in an opaque sealed envelope to the location identified in the Invitation to Bid. Identify the envelope with the project name, Bid number, name of the Bidder, and the time and date of the Bid opening on the bottom left hand corner of the envelope. Each Bid must be submitted on the prescribed form. All blank spaces for Bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by person signing the Bid.

1.18 BID OPENING. Bids will be opened and publicly read aloud. Bids received after the time and date established by the Bid opening shall be returned unopened. The reading of Bids is for information only and is not to be construed as acceptance or rejection by the Owner.

1.19 PROTEST. Any bidder, offerer or Contractor who is aggrieved in connection with a procurement action may protest to the Director of Purchasing at the Owner. The protest shall be submitted in writing within 15 calendar days after the fact or occurrences giving rise thereto.

1.20 AWARD. The award shall be contingent upon approval by Owner's Governing Board. Owner reserves the right 1) to award the Bid based upon the Base Bid only or any combination of Base Bid and Alternate(s) (note that the listed order of Alternates, if any, is not prioritized); 2) to reject any or all Bids or any part thereof; 3) to waive any informalities in any Bid; and 4) to accept the Bid that is in the best interest of the Owner. Owner’s determination that Bidder is a Responsible Bidder and that Bidder has the qualifications to satisfactorily complete the Work called for in the Bid, as determined by Owner and in Owner’s sole judgment, shall be an integral component in deciding the award of the Bid. It is the responsibility of the Bidder to inquire as to Bid results and the status of any subsequent award(s).

1.21 DISQUALIFICATION. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. The Procurement Code, Section 13-1-28 through 13-1-99 NMSA, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick backs. Owner further reserves the right to disqualify the apparent low Bidder if Owner determines, in its sole judgment, that the apparent low Bidder is not a Responsible Bidder. Owner further reserves the right to award the project to the next apparent low Bidder if that Bidder is determined to be a Responsible Bidder. A similar determination of Responsible Bidder will be made.
1.22 CONTINUED QUALIFICATIONS OF BIDDERS. The Owner may make any investigations it feels necessary to determine whether or not Bidder is a Responsible Bidder and has the qualifications and ability to perform the Work. Bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of the Bidder fails to satisfy the Owner, in Owner’s sole judgment, that such Bidder is a Responsible Bidder and is qualified to carry out the obligations of the Contract and to complete the Work described therein.

Bidder shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of any resulting Contract to enforce any current policy of the Owner's Governing Board such as, but not limited to, no smoking, no alcoholic beverages, no drugs and no firearms on the Owner's property; and no demonstration of language or gestures which may be construed as sexual or racial harassment or offensive to students, employees or guests of the Owner. As a general rule, any such regulation or law applying to the Owner's personnel shall be deemed to be in force for Bidder's workforce occupying any work site.

1.23 EXECUTION OF CONTRACT/COMPLIANCE WITH BID INSTRUCTIONS. If the Bidder’s Bid is accepted by Owner, such Bidder shall execute the Contract Documents and provide the instruments/documents called for in the Bidding Documents within ten (10) days after the Notice of Award, subject to forfeiture of its Bid security if such is not timely done. Bidder further acknowledges his understanding of the payment/performance bond requirements and insurance requirements called for in the Bidding Documents.

1.24 PLAN CHECKING & PERMIT FEES. Each Bidder shall include as part of the Bid any Plan Checking Fee & Permit Fee as charged by the City of Albuquerque (or any other applicable entity or agency with jurisdiction over the Project) for checking plans prior to obtaining a Building Permit and all costs incurred for permits relating to this Scope of Work. The Owner does not pay for business licenses, professional affiliations and similar costs of doing business which are the Bidder's obligation to secure and maintain. The cost of all bonding will be paid by the Bidder and will not be paid by the Owner. Include these costs in your bid.

1.25 STATE WAGE RATES. It is the Bidder's responsibility to acquaint himself with and comply with State Regulations regarding payment of wages on public projects. Wage rates as established by the New Mexico State Labor and Industrial Commission are attached and will be paid by the Bidder and all subcontractors. Compliance is a part of the Bid. The Bidder and all subcontractors shall pay all persons employed on the site of the Project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amount accrued at time of payment, computed at wage rates not less than those stated in the attached wage rates in SECTION 00400 provided by A/E.

In the event it is found by the State Labor Commission, that any person employed by the Bidder or any subcontractor on the site of a Project covered by any resulting Contract has been or is being paid, as a result of a willful violation, a rate of wages less than the rate of wages required by the contract, the Owner may, by written notice to the Bidder and his or her subcontractor (if the violation involves a subcontractor) terminate their right to proceed with the Work, or such part of the Work as to which there has been a willful failure to pay the required wages, and the Owner may prosecute the Work to completion by contract or otherwise, and the Bidder and his sureties shall be liable for any excess cost occasioned thereby. Any party receiving notice of termination of his contract or subcontract under the provisions of this section may appeal the finding to the State Labor Commissioner as provided in the Public Works Minimum Wage Act.
1.26 PUBLIC WORKS APPRENTICESHIP AND TRAINING ACT. The Bidder, by submitting a Bid, agrees to make contributions to approved apprentice and training programs in New Mexico in which the Bidder is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor and Industrial Division of the New Mexico Labor Department, all as required pursuant to the New Mexico Public Works Apprentice and Training Act, Section 13-4D-1 et seq. NMSA 1978 (1992 Repl.).

1.27 CLEAN UP. It is the Bidder's responsibility that the job site be kept clean and free of debris while Work is performed under any resulting Contract. Upon completion of the Work, all areas shall be cleared of all Bidder's and subcontractors' equipment, excess materials and debris.

1.28 CONFLICT OF INTEREST. Bidder warrants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of services required under these Bidding Requirements.

1.29 CONSTRUCTION RECORD DRAWINGS. The successful contractor will be required to provide the Owner, upon completion of the work, three (3) sets of record drawing(s) showing any changes from the contract drawings (especially electrical, plumbing, utility lines, etc.) added or affected by the work the contractor has performed, unless provisions for pre-approval of drawings is contained elsewhere in these Bidding Documents.

1.30 DAMAGE AND SECURITY OF OWNER'S PROPERTY. The Bidder shall be responsible for all damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents and/or subcontractors. He shall save and keep harmless the Owner against any and all loss, cost, damage, claims, expense or liability (including court costs and attorneys' fees) in connection with the performance of any resulting Contract. Any equipment, electrical conduit, or facilities damaged by the Bidder's operations shall be repaired and/or restored to their original condition at the Bidder's expense, including but not limited to cleaning and painting. The Bidder shall be responsible for security of all his equipment and for the protection of Work done under any resulting Contract until final acceptance of the Work.

1.31 DISRUPTION OF NORMAL ACTIVITY. CNM must remain in operation during construction. All work shall be performed so as not to interfere with normal activities of the Owner and the staff and students of the Owner. When it is necessary to disrupt normal activities, the schedule of Work and areas to be affected must be approved by the Owner's authorized representative prior to commencement of the Work.

1.32 EMPLOYEE CERTIFICATION. The Bidder and all Bidder's employees utilized on the Work to be performed under the Contract must have the proper certification(s) and license(s) to comply with State and local requirements connected to any resulting Contract.

1.33 EQUIPMENT REQUIRED. The Bidder shall be responsible for supplying and maintaining all equipment and materials necessary to complete the Work under any resulting Contract except as otherwise noted in the Specifications.

1.34 GOVERNING LAW. These Bidding Documents will be interpreted and governed by the laws of the State of New Mexico.

1.35 INSPECTIONS. The Bidder shall be responsible for securing at his expense, all required inspections to comply with Federal, State and/or local regulations governing the Work performed under any resulting Contract.

INSTRUCTIONS TO BIDDERS 00100-15
Bid #T-2913. Advertised November 24, 2013
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1.36 LICENSES/PERMITS/EASEMENTS. The Bidder shall be responsible for obtaining, at his expense, all permanent easements, public utility easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the Work under any resulting Contract.

1.37 NEW MATERIALS REQUIRED. Unless otherwise specified, all materials and equipment delivered and/or installed under any resulting Contract shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two (2) 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 item(s) shall be submitted to the Owner's authorized representative.

1.38 OSHA REGULATIONS. The Bidder shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the Work performed under any resulting Contract. The Bidder shall defend, indemnify and hold the Owner free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorneys' fees.

1.39 POTENTIAL COST-UNSPECIFIED. The Bidder shall include in his Bid all material and labor costs known to be required to complete the Work under any resulting Contract including any materials, labor or other costs that are not specifically identified in the Specifications.

1.40 REPLACEMENT PARTS. 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.

1.41 SITE FAMILIARITY. The Bidder shall be responsible for thoroughly inspecting the Project site and Work to be done prior to submission of a Bid. Bidder shall not be entitled to any additional compensation or any extension of the Contract Time for conditions which can be determined by examining the site and the proposed Contract Documents. There shall be no allowance for anticipated profits. The failure of the Bidder to be fully informed regarding the requirements of any resulting Contract will not constitute grounds for any claim, demand for adjustment or the withdrawal of a Bid after the opening.

1.42 STATE AND LOCAL ORDINANCES. The Bidder shall perform Work under any resulting Contract in strict accordance with the latest adopted 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 Bidder. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Bidder 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.

1.43 CONTRACTOR SCHEDULE REQUIRED. The Bidder shall provide prior to signing the Contract a proposed schedule for completion of Work. It should contain an itemized break out of all major items and projects and include testing dates, if applicable Schedule shall be reviewed by owner and adjustments to meet utility shut downs, hours of operation.
1.44 COMMENCEMENT DATE / SUBSTANTIAL COMPELATION DATE. The Commencement Date will not be later than ten (10) days after written notice to proceed and will be established by issuance of a Purchase Order (PO). The allowed total duration for construction will be 120 consecutive calendar days.

1.45 THE CONTRACTOR AND SUBCONTRACTORS. The Bidder and each subcontractor shall to the best of their abilities, provide and install materials that are ASBESTOS-FREE. Any material violating any applicable federal, state or local laws or regulations covering asbestos must be removed by a licensed asbestos abatement contractor and replaced with non-asbestos containing material at no cost to the Owner. The area where such work is conducted will be returned to its substantially complete condition. Such replacement action will be in effect for the period of construction and continue through the entire warranty year.

1.46 GENERAL TERMS AND CONDITIONS. The Owner's General Terms and Conditions are an equal and integral part of these Bidding Documents (see SECTION 00150).

1.47 STATUS OF CONTRACTOR. The Bidder is an independent contractor performing services for the Owner and neither he nor his agents or employees shall, as a result of this agreement, accrue leave, retirement, insurance, bonding authority, use of the Owner's vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the Owner. The Bidder acknowledges that all sums received under the Contract are personally reportable by him for income, self-employment and other applicable taxes.

1.48 WORKMANSHIP/COOPERATION. All Work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Bidder will cooperate with the Owner and other contractors and coordinate his Work involving other contractors through the Owner's authorized representative.

1.49 GENDER REFERENCES. All references contained in these Bidding Documents to any gender shall be construed to include both genders.

1.50 NO THIRD PARTY BENEFITS. None of the Bidding Documents are intended for the benefit of any party other than the Owner and shall convey no other legal interest to any party not a party thereto.

1.51 LIMITATION ON INDEMNIFICATION PROVISIONS. Notwithstanding any provision to the contrary contained in any of the Bidding Documents, no agreement to indemnify contained in any of the Bidding Documents shall extend to liability, claims, damages, losses or expenses, including attorneys' fees arising out of:

a. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnified party, or the agents or employees of the indemnified party; or

b. the giving of or failure to give directions or instructions by the indemnified party, or the agents or employees of the indemnified party, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

1.52 TIME OF ESSENCE. Time is of the essence to each of the Bidding Documents.
1.53 CAPTIONS. The headings contained in these Bidding Documents are for convenience of reference only and shall not be used to construe or interpret any of the provisions of these Bidding Documents.

END OF SECTION 00100. INSTRUCTIONS TO BIDDERS
BID RESPONSE FORM - BID FOR LUMP SUM CONTRACT

Contractor's License No(s). ____________________  Resident Preference No. ____________________

Resident Veterans Business Preference Number ____________________

Labor Enforcement Fund Registration Number ____________________

Bid of______________________________ (hereinafter called the Bidder), organized and existing
under the Laws of the State of ____________________, a [corporation], [partnership] or
[an individual] doing business as

___________________________________________________________________________________.

To the Board of the Central New Mexico CNM (hereinafter called the Owner).

Ladies and Gentlemen:

The Bidder in compliance with your Invitation to BID #T-2913 for “Re-Bid, MCO Renovations”, has
examined the Drawings and Project Manual with Bidding Documents and the site of the proposed Work,
and being familiar with all of the conditions surrounding the construction of the proposed Project,
including the availability of materials and supplies, and proposes to construct the Project in accordance
with the Contract Documents within the time set forth herein and at the prices stated below. These prices
shall cover all expenses incurred in performing the Work required under the Contract Documents, of
which this Bid is a part.

Bidder hereby agrees to commence Work under the Contract within ten (10) days after the date specified
in the Notice to Proceed of the Owner and to fully complete the Project within the stipulated number of
consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum as
provided in paragraph 1.10 of the Instructions to Bidders.

Bidder acknowledges receipt of the following Addenda/Amendments:

No. ___ dated __________.  No. ___ dated __________.  No. ___ dated __________.

No. ___ dated __________.  No. ___ dated __________.  No. ___ dated __________.

No. ___ dated __________.  No. ___ dated __________.  No. ___ dated __________.

No. ___ dated __________.  No. ___ dated __________.  No. ___ dated __________.

No. ___ dated __________.  No. ___ dated __________.  No. ___ dated __________.
A. BASE BID PROPOSAL: Bidder agrees to perform the Work required for construction of

Bid #T-2913, “Re-Bid, MCO Renvoations”. Central New Mexico Community College, Albuquerque, New Mexico, described in the Project Manual and shown on the Drawings. The "Base Bid" described in paragraph 1.05 of Instructions to Bidders does not include applicable gross receipts or local option tax as required in Section 13-1-108 NMSA 1978 (1992 Repl.).

BASE BID ____________________________

(Written)

Dollars($____________________________). (Figure)

Total (Base Bid) ($____________________________).

(Amounts to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

LIST ALTERNATES if APPLICABLE

ALTERNATE # 1: Additional Work at Lobby A100: Remove existing pilasters, roll-up door, service counter and vertical plastic laminate panel at east wall of Lobby A100. Infill with new painted gyp board to match existing.

SUM ____________________________

(Written)

Dollars($____________________________). (Figure)

C. SUBCONTRACTOR LISTING:

The following subcontractors will work on the construction of this Project if my Bid is accepted. (Refer to paragraph 1.08 and 1.16 of Instructions To Bidders section for requirements of New Mexico BID #T-2913, Advertised on November 24, 2013
Subcontractors Fair Practices Act.) It is the Bidder’s responsibility to comply with the New Mexico Subcontractor’s Fair Practice Act.

The listing threshold for the Project is $5,000.00.

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D. AWARDING CONTRACT:  Bidder understands that the Contract in the form of the Contract Documents (as may be modified in accordance with paragraph 1.0.2.A of Instructions to Bidders) will be awarded in accordance with the provisions under paragraph 1.06 of Instructions to Bidders and that the Owner reserves the right to reject any or all Bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.
Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the final Contract in the form of the Contract Documents within ten (10) days and deliver payment and performance bonds as required by paragraph 1.09 of the Instructions to Bidders.

The Bid Security attached, using AIA Form 310, other acceptable form, or cashiers check in the sum of 5% of the total amount Bid:

_________________________ Dollars ($_________).

is to become the property of the Owner in the event the contract and bond(s) are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Attached also is the executed Debarment/Suspension Status & Non-Collusion Affidavit Form.

All capitalized terms used in this Bid Proposal Form and not defined herein shall have the definitions ascribed to them in the Instructions to Bidders.

All New Mexico license numbers listed herein or purported by the vendor must be issued in the offering firm’s legal company name. License numbers listed under a name other than the legal company name may render the offer as being non-responsive. Non-responsive offers will not be considered for award.

E. QUALIFICATIONS OF BIDDER: Information submitted by Bidder required in Section 00100, Instructions to Bidders, Article 1.07, and any other investigations deemed necessary by Owner will be considered by Owner to determine whether or not Bidder is a Responsible Bidder and to determine the qualifications of the Bidder to perform the Work required in this Bid. Such determination by Owner, in Owner’s sole judgment, shall be final and will be integral in Owner’s Bid award decision.

RESIDENT AND RESIDENT VETERANS PREFERENCE CERTIFICATION

RESIDENT PREFERENCE

BID #T-2913, Advertised on November 24, 2013  SECTION 00200- 5
BIDDERS WISHING TO RECEIVE THE RESIDENTIAL PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID RESIDENTIAL PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE. Submitted certificates shall be validated by CNM with New Mexico Tax & Revenue.

RESIDENT VETERANS PREFERENCE

BIDDERS WISHING TO RECEIVE THE RESIDENT VETERANS BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID RESIDENTIAL VETERAN PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE AND COMPLETE THE FOLLOWING. Submitted certificates shall be validated by CNM with New Mexico Tax & Revenue.

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

PLEASE CHECK ONE BOX ONLY FROM THE THREE (3) CHECK BOXES LISTED BELOW:

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. This Resident Veterans Preference is separate from the Resident Preference and is not cumulative with that preference.

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

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)* (Date)
*Must be an authorized signatory for the Business.

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

DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

DEBARMENT/SUSPENSION STATUS

BID #T-2913, Advertised on November 24, 2013
1. The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

2. The Contractor agrees to provide immediate notice to Owner's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this Bid but prior to the award of the Contract.

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing Bid (such persons, firm and/or corporation hereinafter being referred to as the Contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission or the foregoing Bid, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of Owner, or any person, firm or corporation under contract with Owner whereby the Contractor, in order to induce the acceptance of the foregoing Bid by Owner has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the Contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Bid.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit, and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she has the authority to certify compliance for the Contractor named below.

Signature
__________________________________________________________________________

Title
__________________________________________________________________________

NameTyped
__________________________________________________________________________

Date
__________________________________________________________________________

Company
__________________________________________________________________________

Address
__________________________________________________________________________

City, State and zip code
__________________________________________________________________________

Telephone number ( ) __________________________ Fax number ( ) __________________________

E-mail address
__________________________________________________________________________

Respectfully submitted,

By __________________________________________
(Legal Company name)

(Address/City/State/Zip code)

( ) __________________________ ( ) __________________________

BID #T-2913, Advertised on November 24, 2013
Telephone number

Fax number

(E-mail address)

(Signature)  (Date)

(Typed Name and Title of Above)

(SEAL, if bid is by corporation)
# REFERENCES

CNM Bid # T-2913

| Company #1 Name: | ____________________________________________ |
| Reference Individual’s Name: | ____________________________________________ |
| Reference Individual’s Contact Information: | |
| Telephone: | ___________________________ |
| Fax: | ___________________________ |
| Email: | ___________________________ |
| Project Name: | ____________________________________________ |
| Project Value: | $ ___________________________ |

| Company #2 Name: | ____________________________________________ |
| Reference Individual’s Name: | ____________________________________________ |
| Reference Individual’s Contact Information: | |
| Telephone: | ___________________________ |
| Fax: | ___________________________ |
| Email: | ___________________________ |
| Project Name: | ____________________________________________ |
| Project Value: | $ ___________________________ |

| Company #3 Name: | ____________________________________________ |
| Reference Individual’s Name: | ____________________________________________ |
| Reference Individual’s Contact Information: | |
| Telephone: | ___________________________ |
| Fax: | ___________________________ |
| Email: | ___________________________ |
| Project Name: | ____________________________________________ |
| Project Value: | $ ___________________________ |