

POJOAQUE VALLEY SCHOOL DISTRICT

Request for Proposals RFP #6-2017-2018

Abatement and Demolition Services

SUBMIT PROPOSAL TO:

Ms. Deborah Cowan

Chief Procurement Officer

Pojoaque Valley School District

1574 State Road 502 West

Santa Fe, New Mexico 87506

(505) 455-2282

**MANDATORY PRE-BID NOVEMBER 15,
2017, at 1:00 pm**

**DEADLINE DATE: NOVEMBER 20, 2017
2:00 pm Local Time**

Offeror (Firm)	Address	City	State	Zip Code
----------------	---------	------	-------	----------

Signature of member authorized to sign for firm
(I certify that I have proposed according to the
specifications and conditions of this proposal).

Doing business under the firm name of

Telephone number with area code

Facsimile number with area code

Email address

**Proposal must be submitted in a sealed envelope with the outside marked: "RFP #6-2017-2018
Abatement and Demolition Services." Include firm name and address.**

**Request for Proposals RFP #6-2017-2018
Abatement and Demolition Services**

1. **INTRODUCTION** The Pojoaque Valley School District (PVSD) invites offerors to submit proposals in accordance with the outlines and specifications contained in this Request for Proposals (RFP). This RFP contains specific requests for information. In responding to this RFP, offerors are encouraged to provide any additional information they believe is relevant. This RFP is being issued pursuant to the New Mexico Procurement Code and shall be governed by its provision.
2. **SEQUENCE OF EVENTS**

Event	Tentative Date
Release of RFP	November 1, 2017
Mandatory Pre-Bid Meeting	November 15, 2017 (1:00 pm)
Submission / Deadline date of Proposals (no later than) ...	November 20, 2017 (2:00 pm)
Evaluation of Proposals	November 29, 2017
Interview (if any)	TBD
Board Approval	December 13, 2017

The selection date is subject to extension at the discretion of PVSD. The effective date of the contract is tentative and depends on the selection date and the time required for contract negotiation and preparation.

The events identified in the schedule above are described below:

A. Release of RFP

Notice of the RFP will be published at least once in the local paper 10 days prior to opening bid and published once in a newspaper of general circulation. Prospective offerors may request copies from and direct questions about this RFP to:

Ms. Deborah Cowan, Chief Procurement Officer
Pojoaque Valley School District
Central Office
1574 State Road 502 West
Santa Fe, New Mexico 87506
Phone: (505) 455-2282

B. Submission & Opening of Proposals

Offerors should provide one (1) original proposal marked "Original" and three (3) identical copies of their proposal with supporting documentation for a total of four (4) proposals. Proposals must be signed. The authority of the individual signing must be stated on the proposal.

The deadline for receipt of proposals by PVSD is November 20, 2017, no later than 2:00 p.m. local

time. Proposals will be time-stamped and dated upon receipt.

All proposals shall be submitted in sealed envelopes marked “**RFP #6-2017-2018 Abatement and Demolition Services**” to the Pojoaque Valley School District.

All proposals must be addressed to:

Ms. Deborah Cowan
Chief Procurement Officer
Central Office
Pojoaque Valley School District
1574 State Road 502 West
Santa Fe, New Mexico 87506
Phone: (505) 455-2282

A proposal may be modified by an offeror prior to the deadline for submission of proposals by delivery of a written modification to the above address. The sealed envelope shall be marked “Modification to Proposal for Abatement and Demolition Services to the Pojoaque Valley School District.”

The proposal may be withdrawn prior to the deadline of submission of proposal by delivering a properly executed written notice to the PVSD Chief Procurement Officer at the address listed above.

Any proposal or modification received after the deadline for submission of proposals will be considered late. No late proposal or late modification will be considered unless it would have been timely but for the action or inaction of PVSD.

Proposals are due at the PVSD Central Office located at 1574 State Road 502 West, Santa Fe, New Mexico, 87508, on November 20, 2017, at 2:00 p.m. local time. Proposals will not be opened publicly, but will be available for public inspection after the award and negotiation of the contract by PVSD Superintendent of Schools.

C. Evaluation of Proposals

Proposals will be evaluated by a PVSD Selection Committee using the criteria listed in Section 7 Evaluation. During the evaluation process, the Selection Committee may seek clarification from offerors.

D. Selection of Offerors

The selection of firm(s) and or individuals will be made by the Selection Committee and recommended to the Pojoaque Valley School District Board of Education. The PVSD Board of Education will approve the final contract. The firms or individuals selected to perform the work, and those not selected, will be notified in writing by the PVSD Chief Procurement Officer once the Board of Education has approved a contract.

E. Contract Approval

The contract may be reviewed and approved as to form, legal sufficiency and budget requirements by the Chief Procurement Officer. A contract will not be considered fully executed and approved until it is approved by the PVSD Board of Education and a purchase order has been issued.

3. AMENDMENTS TO RFP

If there are any amendments to the RFP, they shall be in writing from the PVSD Chief Procurement Officer and shall be mailed to all firms and individuals who received the RFP. Amendments shall be distributed with sufficient time to allow offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals shall be extended by the amendment.

4. CANCELLATION OF RFP AND REJECTION OF PROPOSALS

PVSD reserves the right to cancel this RFP at any time and for any reason.

PVSD reserves the right in its sole discretion to reject any and all proposals in whole or in part. PVSD shall not be responsible for the payment of any costs incurred by the offeror in the preparation or submission of a proposal.

The issuance of the RFP, the receipt of proposals or the selection of a firm or individual in no manner obligates PVSD to the eventual purchase of services. This process is solely at the discretion of PVSD and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. PROPOSAL FORMAT

This proposal is being solicited for demolition and abatement services for an old, obsolete, and unsafe adobe structure, representing one of the original school buildings, located on PVSD property. Interested firms or individuals, at minimum, must provide the following:

All proposals are to be submitted in compliance with the format set forth in this RFP and in the order as outlined to facilitate evaluation by the Selection Committee.

Proposals must be typewritten, concise, straightforward, and must address each requirement and item.

The proposals shall be presented in a bound 8-1/2 inch by 11-inch (portrait) format.

Submit one (1) original of the proposal and three (3) hard copies. All submittals shall be tabbed for easy referral to the numbered answer.

All submittals shall become the property of PVSD and will not be returned.

Clarifications or questions regarding submittals must be submitted in writing via email to PVSD Chief Procurement Officer, Ms. Deborah Cowan, at djcowan@pvs.k12.nm.us. Please include the name of

your firm and telephone number when making inquiries. All proposals are due no later than **November 20, 2017, 2:00 p.m.**

SPECIAL NOTE: Individuals and firms responding to the RFP are cautioned to not contact school board members, school district leadership, staff, or existing consultants without the express permission of Ms. Cowan. Failure to observe these criteria could potentially result in disqualification.

Interested firms are required to attend a mandatory pre-bid conference and walkthrough of the site to be eligible for consideration of their proposal (**November 15, 2017, Starting at the Buildings and Grounds Office at 1:00 pm.**)

Format:

A. Cover Page

- Name of firm
- Project title – Proposal for Abatement and Demolition Services
- Date submitted (use actual date submitted)

B. General Information

- Name, address, telephone, and e-mail address of firm, plus name and email for contact persons;
- License number, type of license, state of license or registration;
- Legal form of firm (i.e., corporation, partnership, etc.);
- Year your firm or organization was established;
- Number and names of principals in the firm;
- Number of employees.

C. References

Provide a list of at least three (3) references, including names, addresses, telephone numbers, and e-mail addresses of all contact persons with respect to projects which your firm or its senior personnel has worked on within the last 10 years.

D. Experience

- Describe the firm's qualifications and experience with this type of work. Give examples and reference contact information for previous, similar projects within the last three years. Please indicate the firm's experience with respect to abatement and demolition, working around existing facilities and children and schools, and management of tight budgets.
- Describe the firm's experience with interfacing with school/city/county/state officials and inspectors.
- Provide a complete list of demolition and construction related litigation within the past five years involving your firm. Include the names of the participants as well as a contact person and his/her phone number. Indicate whether your firm or any predecessor firm has filed for protection under the United States bankruptcy code within the last seven (7) years.

- Include any additional brochures, promotional information as desired and attach to the preceding information, which you feel may assist the committee in evaluating your proposal.
- Describe how the scope of work will be accomplished. What measures will be employed to protect adjacent structures from damage? What practices will be used to minimize disruption of existing school operations?
- Provide an estimated project schedule to complete the scope of work described above.
- Provide information regarding firm's safety record, and describe the specific safety measures/plan to be used in this project to protect personnel, public, structures, and infrastructure.

E. Cost

Respondents will submit a detailed cost proposal for the work described herein. Price must include any/all fees related to the project requirements.

F. Insurance Certifications

The proposal shall contain a description of the firm's liability insurance policy. PVSD requires professional liability insurance in an amount of not less than \$1,000,000 per occurrence. Such insurance shall have no greater than a \$100,000 deductible and shall cover every person who will be involved in performing the contract. The chosen contractor agrees to maintain insurance providing coverage in an amount no less than \$1,000,000 per occurrence. The proposal shall also contain a description of the firm's comprehensive general liability and property liability insurance with a minimum limit two million dollars (\$2,000,000) and with the school district named as "additional insured." The proposal shall also contain proof of the firm's comprehensive automobile liability insurance, including owned, non-owned, and hired vehicles with minimum limit of one million dollars (\$1,000,000). The firm will also be required to prove that they follow the workers' compensation and employer liability statutory limit.

- G.** The proposal should contain a section on the recovery and saving of certain architectural elements such as vigas, flooring, and adobes for use in a proposed new building such that the original PVSD school building is retained in a new facility.

H. Additional Information

- PVSD reserves the right to negotiate modifications with any firm as may be required to serve the best interests of the school district and to negotiate the final contracts with the most qualified candidates.
- All proposals will become the property of PVSD. Information in Proposals will become public property and subject to disclosure laws. The Charter reserves the right to make use of any information or ideas in the proposals. All proposals will be maintained as confidential working papers until officially placed on the School Board meeting agenda.
- PVSD reserves the right to reject any and all proposals and to waive any informality in any proposal received. No obligation, either expressed or implied, exists on the part of PVSD to

make an award or to pay any costs incurred in the preparations or submission of a proposal. All costs associated with the preparation or submission of proposals for this RFP is solely the responsibility of the candidates.

- The proposal shall contain:
 - a. Appendix A: Acceptance of Proposal
 - b. Appendix B: Non-Collusion Affidavit
 - c. Appendix C: Campaign Contribution Disclosure Form

6. SCOPE OF WORK

The contractor will be responsible for demolition, removal, and proper disposal of structures and contents of the vacant building. The contractor will be responsible for all costs of transport and proper disposal of all demolition debris.

The contractor must have the capacity to provide all labor and equipment to demolish all structures on the property.

The contractor will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.

The demolition contractor will be responsible for coordination and cost of all utility disconnects.

The proposal should contain a section on recovering and saving of certain architectural elements such as vigas and flooring for use in a proposed new building such that the original PVSD school building is retained in a new facility. Unless referenced otherwise in an addendum which will be provided at the mandatory pre-bid conference, the contractor shall take ownership of all scrap/salvage materials.

The contractor will be responsible for demolition of all slabs and all underground structures. It is expected that the contractor will backfill all excavated areas with suitable material (sand clay fill w/ 4" topsoil surface course), and grade the area to provide for positive surface drainage for the entire site (generally, 0.5% min. slope from highest point of adjacent curb or sidewalk). The contractor will be responsible for the installation of silt fence at the edge of curb or sidewalk to prevent sediment runoff. The contractor will be responsible for repair of damage to any adjacent structures as well as any curbing, sidewalk, or asphalt damaged during the project.

The contractor will be responsible for all temporary facilities necessary to successfully complete the project – to include, but not limited to, portable restrooms, site fencing, site security, etc.

PVSD will permit the contractor to connect to electrical power that is available on light poles and other areas. Only 120 volt/20 amp service is available. The contractor will obtain nonpotable water from another source and they are responsible for transporting that water.

Caution and care must be exercised to prevent damage to adjacent structures, sidewalks and hardscape and to ensure that existing programs in the area can operate normally without significant disruption during demolition activities.

The completion Timeline will be 45 days and will be discussed at the mandatory pre-bid conference and walkthrough on November 15, 2017, starting at the Buildings and Grounds Office at 1:00 pm.

The contractor will be responsible for all aspects regarding the removal and disposal of any/all hazardous materials, including, but not limited to, identification, testing, permitting, certification, notification, best management practices, hauling, disposal fees, etc.

The proposal will provide a lump sum cost proposal for abatement and demolition services for the project as detailed in Section 6, Scope of Work, in the demolition plan and based on all information contained herein.

The proposal will provide the hourly rate for each proposed job classification and any others that may become necessary due to additional services.

7. EVALUATION (Scoring Criteria)

The responsible offeror(s) whose proposal(s) are most advantageous to the district shall be selected to perform the services. The weight to be given to the evaluation factors is set forth below. **COST IS A FACTOR, BUT THE INCLUSION OF COST AS A FACTOR DOES NOT REQUIRE THE DISTRICT TO SELECT THE LOWEST COST PROPOSAL.**

The ability to effectively provide services described in numbers 5, Proposal, and 6, Scope of Work, listed above, in a cost-effective and highly qualified, professional manner will be considered.

Process

All RFP responses will be read and evaluated by a committee of PVSD staff and may include interested parent/community representatives as well. Overall responsiveness and representations made within the RFP, as well as your firm's ability to connect with the PVSD team, are important factors in the overall evaluation process. PVSD will select a firm that has the highest suitability for the work with PVSD and the overall desirable approach.

Scoring

A successful proposal will clearly and with succinct detail be scored using the criteria below:

Introduction and Organization 15 points

Introduction, organization, and following proposal directions (to include including all attachments and relevant and requested documentation).

References 10 points

Provide a list of at least three (3) references, including names, addresses, telephone numbers, and e-mail addresses of all contact persons with respect to projects which your firm or its senior personnel has worked on within the last ten years.

Experience and Meeting the Scope of Work 50 points

Describe the firm’s qualifications and experience with this type of work. Give examples and reference contact information for previous similar projects. Please indicate experience your firm has with respect to abatement and demolition, working around existing facilities and children and schools, and the management of tight budgets.

Describe the firm’s experience with interfacing with city/county officials and inspectors.

Provide a complete list of demolition and construction related litigation within the past five years involving your firm. Include the names of the participants and a contact person and phone number. Indicate whether your firm or any predecessor firm has filed for protection under the United States bankruptcy code within the last seven (7) years.

Include any additional brochures or promotional information as desired and attach these to the preceding information, which you feel may assist the committee in evaluating your proposal.

Describe how the scope work will be accomplished. What measures will be employed to protect adjacent structures from damage? What practices will be used to minimize disruption of existing business operations?

Provide an estimated project schedule to complete the scope of work described above.

Provide information regarding firm’s safety record, and describe the specific safety measures/plan to be used in this project to protect personnel, public, structures, and infrastructure.

The proposal should contain a section on the recovery and saving of certain architectural elements such as vigas, flooring, and adobes for use in a proposed new building such that the original PVSD school building is retained in a new facility.

Cost **25 points**

Respondents will submit a detailed cost proposal for the work described herein. Price must include any/all fees related to the project requirements.

Total Points **100 points**

8. AWARD

Awards may be in the form of multiple contract awards to one or more offerors.

PVSD may interview any firm that submits an acceptable or potentially acceptable proposal. However, contracts may be awarded without such interviews.

9. CONTRACT TERMS AND CONDITIONS

The contract between PVSD and the successful offeror(s) shall contain substantially the following terms and conditions:

- A. Scope of Work:** This portion of the contract will incorporate the scope of work in sections 5 and 6 above and the description of services from the offeror's proposal.
- B. Compensation:** Proposals should not include gross receipts tax. Gross receipts should be added separately to each final invoice.
- C. Term:** The term of the contract shall be from approximately January 1 through June 30, 2018.
- D. Termination:** The contract may be terminated by either of the parties thereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.
- E. Status of Contractor:** The contractor and his agents and employees are independent contractors performing professional services for PVSD and are not employees of PVSD. The contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of PVSD (if any) by virtue of the contract.
- F. Assignment:** The contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract without the prior written approval of PVSD.
- G. Subcontracting:** The contractor shall not subcontract any portion of the services to be performed under the contract without the prior written approval of PVSD.
- H. Records and Audit:** The contractor shall maintain detailed time records, which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by PVSD, the district's independent auditor and/or the state auditor shall have the right to audit billings both before and after payment. Payment under the contract shall not foreclose the right of PVSD to recover excessive and/or illegal payments. All records shall be maintained for seven (7) years.
- I. Billing:** All statements for cost incurred by the contractor and for services rendered shall be submitted on a monthly basis and shall reveal, on a daily basis, time expended by offeror.
- J. Conflict of Interest:** The contractor shall warrant that he/she has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract. The contractor shall comply with the provisions of Section 1-16-12, NMSA 1978, which require disclosure to the Office of Secretary of State of amounts received under state contracts when and if such provisions become applicable.
- K. Amendment:** The contract shall not be altered, changed, or amended except by an instrument in writing executed by both parties.
- L. Merger:** The contract shall incorporate all the agreements, covenants, and understandings between the parties hereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, or the parties or their agents shall be valid or enforceable unless embodied in the contract.
- M. Applicable Law:** The contract shall be governed by the laws of the state of New Mexico.
- N. Waiver:** The contract shall contain a provision that states that no waiver of any breach of the contract or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged, or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

O. The Contractor: The contractor must comply with all governmental laws including Megan's Law and background checks.

10. PROTEST

Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Pojoaque Valley School District Chief Procurement Officer. The protest shall be submitted in writing within 15 working days after the contract is awarded. The 15th working day is January 5, 2017.

APPENDIX A

**POJOAQUE VALLEY SCHOOL DISTRICT
ACCEPTANCE OF PROPOSAL
Request for Proposals RFP #6-2017-2018
Abatement and Demolition Services**

NOTICE: TO BE VALID, PROPOSAL MUST BE SIGNED BELOW.

The undersigned certifies that he/she has read and understood the following general conditions and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

Name of Firm

Signature of Owner, Partner, Officer, or Authorized Agent

Date

Mailing Address of Firm

City, State, and Zip Code

Telephone Number

Fax Number

APPENDIX B

NON-COLLUSION AFFIDAVIT

In witness whereof, the parties have executed this agreement as of the date of _____ .
For Request for Proposals RFP #6-2017-2018 Abatement and Demolition Services for
Pojoaque Valley School District.

In acknowledgement of receipt of the Request for Proposals, the undersigned agrees that he/she has received a complete copy of this Request for Proposal. The undersigned further agrees that he/she has read this Request for Proposal and agrees to all specifications, general requirements, and terms and conditions of said Request. This form must be signed and returned with the response to Request for Proposal. Non-compliance will cause said proposal response to be declared non-responsive.

The undersigned is duly authorized to represent the persons, firms, and corporations joining and participating in the submission of the foregoing proposal, (such persons, firms, and corporations hereinafter referred to as the Offeror) being duly sworn, on his/her oath, state 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 of the foregoing proposal, has directly or indirectly entered into any agreement or arrangement with any other employee thereof, or any person, firm, or corporation under contract with Pojoaque Valley School District whereby the Offeror, in order to induce the acceptance of the forgoing proposal by Pojoaque Valley School District, has paid or is to pay to any other Offeror or to any of the aforementioned persons anything of value, and that the Offeror or has directly or indirectly entered into any arrangement or agreement with any other Offeror or Offerors which tends to or does lessen or destroy free competition in the letting of the award sought for by the foregoing proposal.

Firm: _____

Represented by: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

Signature: _____

APPENDIX C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**(Request for Proposals RFP #6-2017-2018
Abatement and Demolition Services)**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources, must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period. Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) made: _____

Amount(s) of Contribution(s) made: _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Title (position) _____

Signature _____ Date _____

-OR-

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

Title (position) _____

Signature _____ Date _____