

POJOAQUE VALLEY SCHOOL DISTRICT
Request for Proposals (RFP)– RFP #10-2017-2018
Pablo Roybal Elementary School Site Improvements Pojoaque Valley School District
Invitation to Bid

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

**DEADLINE DATE: February 9, 2018 at
2 PM**

This announcement does not contain the “Site Improvement Project Manual.” For this important document, which is vital for a successful response, please go to: www.pvs.k12.nm.us/rfp-current/

Offeror (Company)	Address	City	State	Zip Code
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Signature of member authorized to sign for firm (Title).
(I certify that I have proposed according to the specifications and conditions of this proposal).

Doing Business under the Company 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 #10-2017-2018, Pablo Roybal Elementary School Site Improvements Pojoaque Valley School District. Include company name and address.

1. INTRODUCTION

The Pojoaque Valley School District (PVSD) invites general contractors (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.

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2. SEQUENCE OF EVENTS

Event	Tentative Date
Release of RFP	January 29, 2018
Mandatory Walkthrough	February 2, 2018 2 pm
Submission / Deadline Date of Proposals (No later than) ...	February 9 2018, 2pm
Evaluation of Proposals	Within 7 days after proposal deadline
Interview (if any)	TBD
Board Approval	February 28, 2018

The selection date is subject to extension at the discretion of the School District. 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 briefly 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 and direct questions about this RFP from:

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 3 identical copies of their

proposal with supporting documentation for a total of four (4) proposals. Proposals must be signed, and the authority of the individual signing must be stated on the proposal.

The deadline for receipt of proposals by the School District is February 9, 2018 no later than 2:00 p.m. local time. Proposals will be time-stamped and dated upon receipt.

All proposals shall be submitted to the Pojoaque Valley School District in sealed envelopes marked **“RFP #10-2017-2018 Pablo Roybal Elementary School Site Improvements Pojoaque Valley School District Contract for Construction”**, with **Company Name and Address**.

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All proposals must be addressed to:

Ms. Deborah Cowan
Chief Procurement Officer
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 Pablo Roybal Elementary School Site Improvements Pojoaque Valley School District Construction Services to the Pojoaque Valley School District.”**

The proposal may be withdrawn prior to the deadline of submission of proposals by delivering a properly executed written notice to the Pojoaque Valley School District 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 the Pojoaque Valley School District.

Proposals are due at the Pojoaque Valley School District Central Office located at 1574 State Road 502 West, Santa Fe, New Mexico, 87508, on February 9, 2018 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 the Pojoaque Valley School District Chief Procurement Officer.

C. Evaluation of Proposals

Proposals will be evaluated by the Pojoaque Valley School District Selection Committee using the criteria listed in Section 7. During the evaluation process, the Selection Committee may seek clarification from offerors.

D. Selection of Offerors

The selection of contractor(s) and or individuals will be made by the Selection Committee and recommended to the School Board. The firms or individuals selected to perform the work, and those not selected, will be notified in writing by the Pojoaque Valley School District Chief Procurement Officer.

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 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 Pojoaque Valley School District 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

The Pojoaque Valley School District reserves the right to cancel this RFP at any time and for any reason.

The Pojoaque Valley School District reserves the right in its sole discretion to reject any and all proposals in whole or in part. The Pojoaque Valley School District 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 the Pojoaque Valley School District to the eventual purchase of services. This process is solely at the discretion of the Pojoaque Valley School District and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. PROPOSAL FORMAT

Proposals must at a minimum contain the following information:

1. The name, address and phone number of the general contractor.
2. Bid Security with Agent's Affidavit.
3. Copy of NM Contractor License Number.
4. Copy of Department of Labor Public Works Registration.
5. Subcontractor Listing.
6. Copy of NM Veteran's Preference Certificate (if applicable)
7. Copy of NM Resident's Bidder Preference Certificate (if applicable)
8. Complete the forms attached as appendices.

- a. Appendix A: Acceptance of Proposal
- b. Appendix B: Non-Collusion Affidavit
- c. Appendix C: Agent's Affidavit
- d. Appendix D: Bid Form
- e. Appendix E: Campaign Contribution Disclosure Form
- f. Appendix F: Sub-Contractor's Listing

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6. SCOPE OF WORK

The Pojoaque Valley School District seeks contractors to perform general construction of an installation of a new artificial turf area, construction of covered shade structures and miscellaneous site work. The offeror will be expected to provide construction and general services, including, but not limited to, the following areas:

- A. Work covered by contract documents;
- B. Coordination with occupants;
- C. Work restrictions and prohibited activities;
- D. Specifications and drawing conventions;
- E. Access to site;
- F. Labor laws; and
- G. Bond matters.

7. EVALUATION (Rating 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.** All items listed in Section 5 must be included. **Incomplete proposals will not be evaluated.**

- A. Complete proposal – All items listed in section 6 – no points, incomplete proposals will not be evaluated.
- B. Past performance/references on projects of similar size and scope **(20 points)**
- C. Project team and sub consultants **(10 points)**
- D. Price/Bid/Cost **(60 points)**
- E. Veterans preference **(5 points)**
- F. Resident contractor preference **(5 points)**

8. AWARD

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

The Pojoaque Valley School District may interview any contractor that submits an acceptable or potentially acceptable proposal. However, contracts may be awarded without such interviews.

9. CONTRACT TERMS AND CONDITIONS

The contract between the District 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 offerors proposal.
- B. Compensation** Proposals should not include gross receipts tax. Gross receipts should be added separately to each final invoice.
- C. Term** It is the intent of the owner to complete the work over the school summer break of 2018. Last and first day of school to be identified by Pojoaque Valley School District. The last day of the 2017-2018 school year is Friday, May 25, 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 the Pojoaque Valley School District and are not employees of the Pojoaque Valley School District. 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 the Pojoaque Valley School District (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 the Pojoaque Valley School District.
- G. Subcontracting** The Contractor shall not subcontract any portion of the services to be performed under the contract without the prior written approval of the Pojoaque Valley School District.
- 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 the Pojoaque Valley School District. The Pojoaque Valley School District, 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 the Pojoaque Valley School District 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 each attorney.
- J. Product of Service: Copyright** Nothing produced, in whole or in part, by the Contractor under the contract shall be the subject of an application for copyright by or on behalf of the Contractor.
- K. Conflict of Interest** The Contractor shall warrant that he 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.

- L. Amendment** The contract shall not be altered, changed, or amended except by an instrument in writing executed by both parties.
- M. 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 of their agents shall be valid or enforceable unless embodied in the contract.
- N. Applicable Law** The contract shall be governed by the laws of the State of New Mexico.
- O. 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.
- P. 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 Purchasing Department of the Pojoaque Valley School District. The protest shall be submitted in writing within 15 calendar days (March 23, 2018) after the fact or occurrence giving rise thereto.

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APPENDIX A

**POJOAQUE VALLEY SCHOOL DISTRICT
ACCEPTANCE OF PROPOSAL**

NOTICE: TO BE VALID PROPOSAL, 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 _____ .RFP #10-2017-2018 Pablo Roybal Site Improvements Pojoaque Valley School District for the 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 duly authorized to represent the persons, firms, and corporations joining and participating in the submission of the foregoing proposal, (such persons, firms and corporation 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, whatever, 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

AGENT'S AFFIDAVIT

THIS FORM MUST
BE USED BY
SURETY

(To be filled in by Agent)

STATE OF _____)

) ss.

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he /

she is the duly appointed agent for and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the Pojoaque Valley School District in connection with the new playground of **Pablo Roybal Elementary School – Site & Improvements** dated the _____ day of _____, 2017, executed by _____

Contractor, as principal, and _____, as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of _____, this day of _____, 2017.

Notary Public

My Commission Expires:

AGENT'S ADDRESS:

Telephone

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

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

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

E. the Bidder has given the Design Professional written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Design Professional is acceptable to the Bidder;

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

G. the Bidder acknowledges that he has attended any mandatory pre-bid conference scheduled by the Owner or the Design Professional pertaining to this project;

H. the Bidder agrees to show clearly on the envelope in which the Bid is submitted the Project Name and Invitation to Bid Number; and,

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

4. Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract. A bid must be submitted on all bid items; segregated bids will not be selected by the Owner.

A. LUMP SUM BASE BID (do not include any gross receipts tax in the price).
(please use typewriter or print legibly in ink) Base Bid (use words):

- Lump Sum inclusive of a \$10,000 cash allowance for materials testing and owner's contingency.

(\$)

All specific cash allowances are included in the price(s) set forth above.

5. The Bidder agrees that:

A. The Work to be performed under this Contract shall commence not later than ten (10) consecutive days after the date of original written Notice to Proceed, and that Substantial Completion shall be achieved as stated below except as hereafter extended by valid written Change Order by the Owner;

- 70 calendar days after the date of original written Notice to Proceed

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of **Five Hundred Dollars (\$500)** per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract.

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

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

6. The following documents are attached to and made a condition of this Bid:

A. Bid Security with Agent's Affidavit;

B. Subcontractors Listing;

C. Campaign Disclosure Form;

D. Copy of NM Contractor License #;

E. Copy of Department of labor Public Works Registration;

F. Copy of NM Veteran's Preference Certificate 3 (If applicable); and,

G. Copy of NM Resident's Bidder Preference Certificate (If applicable).

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

8. The Bidder is a(n):

A. INDIVIDUAL: _____

By: _____

(Individual's Signature)

Doing business as: _____

Business address: _____

Telephone: (____) _____

FAX: (____) _____

B. PARTNERSHIP:

By: _____

(Firm Name)

(General Partner's Signature)

Business address:

Telephone: (____) _____

FAX: (____) _____

C. CORPORATION:

Corporation Name: _____

State of Incorporation: _____

By: _____ Title: _____

(Print Name of Person Authorized to Sign)

Signature of Authorized Person: _____

(Signature of Authorized Person)

If a New Mexico Corporation: _____

(NM Certificate of Incorporation Number)

If a Foreign Corporation: _____

(NM Certificate of Authority Number)

Attest (Secretary): _____

Business address _____

Telephone: (____) _____

FAX: (____) _____

CORPORATE SEAL HERE

or,

D. JOINT VENTURE:

By _____

(Name)

Address: _____

Telephone: (____) _____

FAX: (____) _____

By _____

(Name)

Address: _____

Telephone: (____) _____

FAX: (____) _____

By _____

(Name)

Address: _____

Telephone: (____) _____

FAX: (____) _____

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

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

NM License Number: _____ License Classification: _____

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

Resident Contractor's Preference Number: _____

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources, must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor

signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process, or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY 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 _____

APPENDIX F
LIST OF SUBCONTRACTORS
and
ASSIGNMENT OF ANTITRUST CLAIMS
by
CONTRACTOR, SUBCONTRACTORS,
SUBSUBCONTRACTORS, and SUPPLIERS

EXAMPLE TRADES AND SUPPLIERS: SITE WORK, CONCRETE, MASONRY

1. Subcontractor Listing shall be included with Bid as a condition of the Bid and be fully complete with regards to all Subcontractors providing services valued at \$5,000.00 or more, or one-half of one percent of the

architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater pursuant to Section 13-4-34, NMSA 1978.

Listing Threshold for this Project: **\$5,000.00**

a. Subcontractor Listing shall be expanded after receipt of Proposal by Offeror if Awarded, and before Contract, to include major Suppliers and each entity listed shall be signed by individual empowered to obligate Supplier, Subcontractor, or Subsubcontractor.

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

c. See Instructions to Offerors, Section 00 2113 Paragraph 4.5, Subcontractors, for rules regarding changes in this list after proposals are submitted.

2. PROJECT NAME: Pablo Roybal Elementary School Site Improvements Pojoaque Valley School District

INVITATION TO BID NUMBER: RFP# 10-2017-2018

The undersigned agrees that any and all claims which the firm may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the District, including the right to any treble damages attributable thereto.

Authorized signature(s): _____

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