LEGAL NOTICE

INVITATION TO BID

ITB NO: 1314-18

The Board of Education, Hobbs Municipal School District, is requesting competitive sealed bids for the construction of the Hobbs High School: 4.2 - Breezeway Alteration project.

Project Bid/Contract Documents are available as follows:
ALBUQUERQUE REPROGRAPHICS
4716 McLeod NE
Albuquerque, New Mexico 87109
(505) 884-0862

A Pre-Bid Conference will be held on Wednesday, April 2, 2014, 2:00 PM, at Hobbs Municipal School District Central Offices, 1515 East Sanger Street, Hobbs, New Mexico 88240

The Pre-Bid Conference is a mandatory meeting

Bids will be received no later than Tuesday, April 15, 2014 at 2:00PM. Sealed bids must be delivered to:

Hobbs Municipal School District
Business Office
1515 East Sanger Street
Hobbs, New Mexico, 88240
Phone No: (575) 433-0100

The Hobbs Municipal School District reserves the right to reject any and all proposals and/or cancel this ITB in its entirety.

PUBLISH DATE: March 23 & 25, 2014
INVITATION TO BID
CONSTRUCTION CONTRACT

OWNER:
HOBBS MUNICIPAL SCHOOLS

PROJECT NAME: HOBBS HIGH SCHOOL
PHASE 4.2 - BREEZEWAY ALTERATION
PROJECT NO.: 5077.09

LOCATION: HOBBS, NEW MEXICO

DATE: March 21, 2014 (Date on Bid Documents)

Contact Name:
Gene Strickland, Director of Operations
PHONE: (575) 433-0100
E-MAIL ADDRESS: stricklandg@hobbsschools.net

IMPORTANT: BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.

SEALED BIDS WILL BE RECEIVED AT THE ABOVE SPECIFIED DATE, LOCAL TIME AND ADDRESS THEN PUBLICLY OPENED AT THE ABOVE SPECIFIED ADDRESS AND READ ALOUD. BIDS NOT RECEIVED BY THE ABOVE SPECIFIED DATE, LOCAL TIME AND AT THE LISTED ADDRESS PRIOR TO BID TIME, WILL NOT BE OPENED OR CONSIDERED. DELIVERY IS SOLELY THE RESPONSIBILITY OF THE BIDDER.

THIS BID IS SUBJECT TO THE REQUIREMENTS OF THE BIDDING DOCUMENTS AS DEFINED IN THE "INSTRUCTIONS TO BIDDERS," SECTION 00100.

THE BID PROPOSAL FORM MUST BE ACCOMPANIED BY A SURETY BOND, SUBCONTRACTOR LISTING FORM, AND DOCUMENTS SPECIFIED IN THE "INSTRUCTIONS TO BIDDERS."

IF PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL – PUBLIC SCHOOL FACILITIES AUTHORITY (PSFA) HAS FUNDED THIS PROJECT IN WHOLE OR IN PART, OWNER, REFERRED TO THROUGHOUT THE CONTRACT DOCUMENTS, TO BE BOTH THE SCHOOL DISTRICT AND THE PSFA AS IF SINGULAR IN NUMBER

This mailing contains three pages
INVITATION TO BID  page 2

Bidding Documents may be obtained at Albuquerque Reprographics, Inc. (505) 884-0862 upon payment of $150.00 for each complete set. CHECKS SHOULD BE MADE PAYABLE TO “OWNER” as listed on page 1 of this Invitation to Bid. Incomplete sets will not be issued. The successful Bidder will receive refund of his deposit, and any unsuccessful Bidder who returns the Bidding Documents in good and complete condition within fifteen (15) days of the Bid Opening will also receive refund of this deposit. No deposits will be returned after the fifteen-day period.

BIDDING DOCUMENTS MAY BE REVIEWED AT THE FOLLOWING LOCATIONS:

1. Design Professional’s location as listed on page 1 of this Invitation to Bid or as determined by Design Professional.
2. Owner’s location as listed on page 1 of this Invitation to Bid or as determined by Owner
3. Builder's News and Plan Room
   3435 Princeton Drive NE
   Albuquerque, New Mexico  87107
   (505) 884-1752
4. Construction Reporter
   1609 Second Street NW
   Albuquerque, New Mexico  87102
   (505) 243-9793
5. Dodge Reports
   1615 University Boulevard NE
   Albuquerque, New Mexico  87102
   (505) 243-2817
6. AGC Plan Room
   3004 50th Street, Suite B
   Lubbock, Texas  79413
   (806) 797-8898
7. McGraw Hill Construction Dodge
   7500 Viscount Blvd., Suite C40
   El Paso, Texas  79925
   (915) 778-5097

Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract plus any additive or deductive alternates that are selected by the Owner. A bid must be submitted on all bid items and alternates; segregated bids will not be accepted. Plans and specifications are available from the Design Professional of record.

NOTE: Base Bid price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.

In submitting this bid, each Bidder must satisfy all terms and conditions of the Bidding Documents. All work covered by this Invitation to Bid shall be in accordance with applicable state laws and, if bid amount is $60,000 or more, is subject to the minimum wage rate determination issued by the office of the Labor Commissioner for this project. If the bid amount of the contractor or any subcontractor
exceeds $50,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

Bid Security, if bid greater than $25,000, in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of 5% of the total bid, or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each bid in accordance with the Instructions to Bidders.

A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Bidder prior to award of contract.

A completed Subcontractor Listing Form must accompany each bid.

Each subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor’s contract (to the Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

The Bidding Documents contain a time for completion of the work and further impose liquidated damages for failure to complete the work within that time period.

No Bidder may withdraw his bid for 45 days after the actual date of the opening thereof.

The Owner intends to award this Project to the lowest responsible Bidder. The Owner reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Bidder whose bid it deems to be in the best interest of the Owner.

Attention of the Bidder is particularly directed to the current requirements as to Resident Contractor's Preference per Section 13-4-3 NMSA 1978. The provisions of Sections 13-4-1 through 13-4-4 NMSA 1978 are not applicable to projects receiving Federal aid or when the expenditure of Federal funds designated for a specific contract is involved.

Requests for approval of substitutions for “or equal” material or equipment, if allowed by the contract documents, must include a detailed itemized comparison of the proposed substitution with the specified product and be submitted at least 10 days prior to the bid date in accordance with Paragraph 3.3 of the Instructions to Bidders.

A mandatory pre bid meeting is scheduled approximately 15 days, but, not less than 10 days, prior to the bid date at:
LOCATION: District Central Office 1515 East Sanger Street, Hobbs NM 88240

DATE: April 2, 2014 TIME: 2:00 PM

See the following attachment for the actual advertisement.
LEGAL NOTICE
March 23 and 25, 2014

INVITATION TO BID CONSTRUCTION CONTRACT

PROJECT:
HOBBS MUNICIPAL SCHOOL DISTRICT
HOBBS HIGH SCHOOL: 4.2 - BREEZEWAY ALTERATION
PROJECT NO.: 5077.09
ITB NO: 1314-18

OWNER:
HOBBS MUNICIPAL SCHOOL DISTRICT
BUSINESS OFFICE
1515 EAST SANGER STREET
HOBBS, NEW MEXICO 88240

SEALED BID OPENING DATE:
TUESDAY, APRIL 15TH, 2014 AT 2:00 PM (MST)

BID OPENING ADDRESS:
HOBBS MUNICIPAL SCHOOL DISTRICT
BUSINESS OFFICE
1515 EAST SANGER STREET
P.O. BOX 1030
HOBBS, NEW MEXICO 88240
Telephone: (575) 433-0100
Fax: (575) 433-0140

MANDATORY PRE BID MEETING:
Wednesday, April 2, 2014 at 2:00 PM
Location:
Hobbs Municipal School District
Business Office
1515 EAST SANGER STREET
HOBBS, NEW MEXICO 88240
Telephone: (575) 433-0100

DESIGN PROFESSIONAL OF RECORD:
Greer Stafford/SJCF Architecture, Inc.
1717 Louisiana Blvd. NE, Suite 205
Albuquerque, NM 87110
Telephone: (505) 821-0235
Fax: (505) 832-0348

Sealed bids will be received at the above specified date, local time and address then publicly opened at the above specified address and read aloud. Bids not received by the above specified date, local time and at the listed address prior to bid time, will not be opened or considered. Delivery is solely the responsibility of the bidder.

Bidding documents may be obtained at Albuquerque Reprographics (505) 884-0862 upon payment of $150 for each complete set. CHECKS SHOULD BE MADE PAYABLE TO “OWNER” as listed on page 1 of this Invitation to Bid. Incomplete sets will not be issued. The successful Bidder will receive refund of his deposit, and any unsuccessful Bidder who returns the Bidding Documents in good and complete condition within fifteen (15) days of the Bid Opening will also receive refund of this deposit. No deposits will be returned after the fifteen-day period.

BIDDING DOCUMENTS MAY BE REVIEWED AT THE FOLLOWING LOCATION:
Design Professional's location as listed on page 1 of this Invitation to Bid or as determined by Design Professional.

Owner's location as listed on page 1 of this Invitation to Bid or as determined by Owner

Builder's News and Plan Room
3435 Princeton Drive NE
Albuquerque, NM  87107
(505) 884-1752

Construction Reporter
1609 Second Street NW
Albuquerque, NM  87102
(505) 243-9793

Dodge Reports
1615 University Boulevard NE
Albuquerque, NM  87102
(505) 243-2817

AGC Plan Room
3004 50th Street, Suite B
Lubbock, Texas  79413
(806) 797-8898

McGraw Hill Construction Dodge
7500 Viscount Blvd., Suite C40
El Paso, Texas  79925
(915) 778-5097

Contact Name:
Gene Strickland, Director of Operations
PHONE:  (575) 433-0100
E-MAIL ADDRESS:  stricklandg@hobbsschools.net

The Owner reserves the right to reject any and all Proposals, to waive technical irregularities, and to award the contract to the Proposal whose bid it deems to be in the best interest of the Owner.

END OF INVITATION TO BID
INSTRUCTIONS TO BIDDERS
Section 00 2113

1.0 DEFINITIONS AND TERMS
1.1 Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions of the Contract for Construction (General, Supplementary, and Other Conditions) have the meanings assigned to them in those documents.

A. ADDENDUM: A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.

B. ALTERNATE BID: If requested by the Bidding Documents, the amount to be added to the Base Bid if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.

C. BASE BID: Amount stated in the Bid as the sum for which the Bidder offers to perform the work, excluding alternate Bids.

D. BID: The offer of the bidder submitted on the prescribed form setting forth the prices for the work to be performed in conformance with the Bidding Documents.

E. BID LOT: A major item of work for which a separate quotation or proposal is requested.

F. BIDDER: One who submits a Bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.

G. BIDDING DOCUMENTS: The Bidding Requirements and the Contract Documents.

H. BID FORM: A form which includes a specific space in which the bid price shall be inserted and which the Bidder shall sign and submit along with all other necessary submissions. A Bidder may submit a reasonable facsimile of the Bid Form. Bids received by facsimile or in electronic format will not be accepted.

I. BIDDING REQUIREMENTS: Notice of Invitation to Bid, Prebid Information, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.

J. DAY: Day shall mean calendar day unless defined otherwise.

K. INVITATION FOR BID: All documents including those attached or incorporated by reference or utilized for soliciting sealed bids.

L. RESPONSIBLE BIDDER: A Bidder who is properly licensed in accordance with the Construction Industries Licensing Act and 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 in the Invitation for Bid.

M. RESPONSIVE BID: A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.

N. SUCCESSFUL BIDDER: The lowest Responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Bidder does not become the contractor until an agreement with the Owner is signed.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE
2.1 Before submitting a Bid, each Bidder must, in accordance with the General Conditions with special attention to Article’s 1 and 3.: 

A. Examine the Bidding Documents thoroughly;

B. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance;

C. Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and

D. Study and carefully correlate the Bidder's observations with the Bidding Documents.
2.2 On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

2.3 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bidding Documents.

2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.0 BIDDING DOCUMENTS
3.1 COPIES OF BIDDING DOCUMENTS
3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation may be obtained from the Design Professional (unless another issuing office is designated in the Invitation for Bid). The deposit will be refunded to Bidders who submit a bona-fide bid and return the bidding Documents in good and complete condition within fifteen (15) calendar days after opening of Bids.

3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Design Professional assumes responsibility for errors or misinterpretations resulting from the use of incomplete or partial Bidding Documents.

3.1.3 The Owner and Design Professional, in making copies of 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.

3.2 INTERPRETATIONS
3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the Design Professional in writing. Replies will be issued by Addenda and mailed or delivered to all parties recorded by the Design Professional as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening of Bids will not be formally answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.2.2 Bidders and Subcontractors shall promptly notify the Design Professional of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT
The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the contractor if acceptable to the Design Professional, application for such acceptance will not be considered by the Design Professional unless submitted to the Design Professional with a detailed itemized comparison of the proposed substitution against the specified product at least ten (10) days prior to the date for opening Bids. Any product with a 5 (five) year or greater extended warranty ust be submitted no less than forty-five (45) days prior to the opening of Bids, along with the same itemized comparison, to be considered by the Design Professional. Any allowance of substitutions will be published to all prospective Bidders via addendum. The procedure for submittal of any such application by the Contractor and consideration by the Design Professional is set forth in the Contract Documents.

3.4 ADDENDA
3.4.1 Addenda will be mailed or delivered to all who are known by the Design Professional to have received a complete set of Bidding Documents.

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

3.4.3 **Addenda will be issued no later than four (4) days prior to the date for receipt of Bids**, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of Bids.

4.0 **BIDDING PROCEDURES**

4.1 **FORM AND STYLE OF BIDS**

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

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

4.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the bid.

4.1.5 All requested Additive Alternate Bids shall be bid. If no change in the Base Bid is required, enter "No Change." Deductive Alternates shall not be used. _An Alternate amount listed for “3-Year Extended Service & Maintenance” covered by Section 01_ 9310 in the Project Manual shall be considered mandatory and separate from the Base Bid amount._

4.1.6 Where there are two or more major items of work (identified as "Bid Lots") for which separate quotations are requested, the Bidder may, at his discretion, submit quotations for any or all items, unless otherwise specified. Additionally, the Bidder may submit a lump sum price for all lots for which the Bidder has submitted separate quotations.

4.1.7 Each copy of the bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the State of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current contractor's license number and type, Department of Workforce Solutions Minimum Wage Act registration number (DWS#), and the current Contractor's preference number. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

4.1.9 The address to which communications regarding the Bid are to be directed must be shown.

4.1.10 The Project Name and Number, as well as the Invitation to Bid Number, shall be clearly shown on the outside of the envelope in which the sealed Bid is submitted.

4.2 **BID SECURITY**

4.2.1 Bid security in an amount equal to at least five percent (5%) of the amount of the Bid shall be a bond provided by a surety company authorized to do business in this State, or the equivalent in cash, a cashier's check, or otherwise supplied in a form satisfactory to the Owner (Section 13-1-146, NMSA 1978) and
approved in writing by the Owner in advance. All General Contractor, or Primary Contractor, or Construction Manager at Risk Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

4.2.2 The bid security shall be in the amount of five percent (5%) of the highest Bid amount submitted, unless otherwise stipulated, pledging that the Bidder will enter into a Contract with the Owner on the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until:
   A. the Contract has been executed and bonds have been furnished,
   B. the specified time has elapsed so that Bids may be withdrawn, or
   C. all Bids have been rejected.

4.2.4 When the Bidding Documents require bid security, noncompliance by the Bidder requires that the Bid be rejected (13-1-147A, NMSA 1978).

4.2.5 If a Bidder is permitted to withdraw his Bid before award, no action shall take place against the Bidder or the bid security (13-1-147B, NMSA 1978).

4.2.6 The Owner may reduce bid security requirements authorized by the Procurement Code (13-1-28 to 13-1-199, NMSA 1978) to encourage procurement from small businesses. Reduction, if any, and the manner thereof will be stipulated in Paragraph 7. Reduction of the amount of bid security, if any, shall in no way reduce requirements for Performance, Payment, or other Bonds referenced in the Bidding Documents.

4.3 PREBID CONFERENCE
4.3.1 The Design Professional of Record shall conduct a Prebid Conference approximately fifteen (15), but not less than ten (10) days prior to the bid opening date stated in the Invitation to Bid.

4.3.2 The Design Professional of Record and his consultants, as applicable, shall be represented. Prospective Bidders, Prospective Subcontractors, and Prospective Vendors are encouraged to attend and should be prepared to ask questions regarding substitutions and to request clarification of the Bidding Documents. The failure of a Bidder, Subcontractor, or Vendor to attend shall be interpreted to mean that the Bidding Documents are clear and acceptable to all non-participants at the Prebid Conference. Such clarity and acceptability shall be presumed with respect to all Bidders.

4.3.3 Questions and requests for clarification presented in written form will receive written response, and if warranted, issued as Addenda. No verbal response shall be binding.

4.4 RESIDENT CONTRACTOR'S PREFERENCE
4.4.1 When Bids are received from nonresident contractors and resident contractors and the lowest responsible Bid is from a nonresident contractor, the contract shall be awarded to the resident contractor whose Bid is nearest to the bid price of the otherwise low nonresident contractor if the Bid price of the resident contractor is made lower than the Bid price of the nonresident contractor when multiplied by a factor of ninety-five one-hundredths.

4.4.2 No contractor shall be treated as a resident contractor in the awarding of public works contracts by the Owner unless the contractor has qualified with the State Purchasing Agent as a resident contractor pursuant to this section by making application to the State Purchasing Agent and receiving from him a
certification number. For convenience, and without warranty that the process is current, the procedure for application and certification is as follows:

A. The contractor seeking to qualify as a resident contractor shall complete the application form and submit it to the State Purchasing Agent prior to the submission of a Bid on which the contractor desires to be given a preference (see Pages 00000-2 thru 00000-6);

B. The State Purchasing Agent shall examine the application and, if necessary, may seek additional information or proof so as to be assured that the Prospective Contractor is indeed entitled to certification as a resident contractor. If the application is in proper form, the State Purchasing Agent shall issue the contractor a distinctive certification number, which is valid until revoked and which, when used on Bids and other purchasing documents for State agencies or local public bodies, entitles the contractor to treatment as a resident contractor under Subparagraph 4.4.1 of this section; and

C. The certification number issued pursuant to Subparagraph B of this section may be revoked by the State Purchasing Agent by making a determination that the contractor no longer meets the requirements of a resident contractor as defined in Section 13-4-2, NMSA 1978.

4.5 SUBCONTRACTORS

4.5.1 The bidder shall list the Subcontractors he proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bidding Documents. This requirement does not apply to second tier subcontractors, material suppliers, or subcontractors whose contract is for an amount no greater than the listing threshold described by Subsection A of 13-4-34 below. Requirements for Subcontractors pursuant to Chapter 18, Laws of 1988, 2nd Session; are as follows:

AN ACT
RELATING TO CONSTRUCTION INDUSTRIES; ENACTING THE SUBCONTRACTOR FAIR PRACTICES ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

13-4-31 SHORT TITLE
Section 1 through 12 of this act may be cited as the "Subcontractors Fair Practices Act".

13-4-32 LEGISLATIVE FINDINGS
The legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration and repair of public works projects often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among contractors and subcontractors and lead to insolvencies and loss of wages to employees.

13-4-33 DEFINITIONS
As used in the Subcontractors Fair Practices Act:

A. "contractor" means the prime contractor on a public works construction project who contracts directly with the using agency;

B. "subcontractor" means a contractor who contracts directly with the contractor;

C. "listing threshold" means the dollar amount, stipulated in the bidding documents, above which subcontractors must be listed;

D. "notice" means information, advice or a written warning intended to apprise a contractor, subcontractor or using agency of some proceeding in which the contractor’s, subcontractor’s or using agency’s interests are involved or to inform him of some fact that is his right to know. Notice may be sent to a contractor, subcontractor or using agency by certified or registered mail and shall be deemed to be completed upon date of mailing; and

E. "using agency" means any state agency or local public body requiring services or construction.

(F.) (added for clarity from 13-4-13.1) "listed subcontractor" means a subcontractor who is currently registered with the labor and industrial commission.
13-4-34 LISTING OF SUBCONTRACTORS; REQUIREMENTS
A. Any using agency taking bids for any public works construction project shall provide in the bidding documents prepared for that project a listing threshold which shall be five thousand dollars ($5,000) 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. If the bidding documents do not include a listing threshold, then the using agency shall supply the listing threshold. If the listing threshold has not been included, the bid opening shall be postponed until the using agency has complied with this section. Any contractor or subcontractor interested in bidding may apply to the district court in the county in which the project will be located for an injunction preventing the bid opening until the using agency has complied with this section. Any person submitting a bid shall in his bid set forth:
(1) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and
(2) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.
B. A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

13-4-35 EXEMPTION
With the exclusion of that portion of work covering street lighting and traffic signals, the Subcontractors Fair Practices Act shall not apply to contracts for the construction, improvement or repair of streets or highways, including bridges, underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

13-4-35.1 APPLICATION OF ACT
The Subcontractors Fair Practices Act shall not apply to any transaction occurring after the contractor and the listed subcontractor have executed a subcontract unless subsequent action on the subcontract relates to subcontractor listing requirements.

13-4-36 SUBSTITUTION OF SUBCONTRACTOR
A. No contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the using agency shall consent to the substitution of another person as a subcontractor:
(1) when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project involved and the terms of such subcontractor's written bid, is presented to him by the contractor;
(2) when the subcontractor listed in the original bid becomes bankrupt or insolvent prior to execution of a subcontract;
(3) when the using agency refuses to approve the subcontractor listed in the original bid, provided such approval has been reserved in the bidding documents;
(4) when the subcontractor listed in the original bid fails or refuses to perform his subcontract;
(5) when the contractor demonstrates to the using agency or its duly authorized officer that the name of the subcontractor was listed as the result of an inadvertent clerical error;
(6) when a bid alternate accepted by the using agency causes the listed subcontractor’s bid not to be low;
(7) when the contractor can substantiate to the using agency that a listed subcontractor’s bid is incomplete;
(8) when the listed subcontractor fails or refuses to meet the bond requirements of the contractor; and,
(9) when it is determined that the listed subcontractor does not have a proper license to perform the work and the contractor has submitted the name of the subcontractor along with proof that the
subcontractor bid work for which he was not licensed by the Construction Industries Division of the Regulation and Licensing Department.

(10) when it determined by the using agency, the prime contractor or the director of the labor and industrial division of the labor department that a listed subcontractor is not a registered subcontractor on the date bids are unconditionally accepted for consideration.

B. Prior to approval of the contractor's request for substitution of a subcontractor, the using agency shall give notice in writing to the listed subcontractor of the contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five (5) working days within which to submit written objections to the substitution to the using agency. Failure to file written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the using agency shall give at least five (5) working days' notice in writing to the listed subcontractor of a hearing by the using agency on the contractor's request for substitution.

C. No contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the using agency.

D. No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a subcontractor unless:

(1) the contractor fails to receive a bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall designate on the listing form that no bid was received; or

(2) the contractor fails to receive more than one bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall state on the listing 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.

13-4-37 BOND REQUIREMENTS (This requirement to be modified by Invitation to Bid – Section 00 1116- Page 3

A. It is the responsibility of each subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond if so requested by the contractor.

B. In the event any subcontractor submitting a bid to a contractor does not, upon the request of the contractor and at the expense of the contractor at the established charge or premium therefore, furnish to the contractor a bond issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code (59A-1-1 to 59A-1-18, NMSA 1978) and listed in the United States treasury department circular 570 wherein the contractor is named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the contractor may reject the bid and make a substitution of another subcontractor subject to the provisions of Section 13-4-36, NMSA 1978. Such bond may be required at the expense of the subcontractor only if the contractor in his written or published request for subcontract bids:

(1) specifies that the expense for the bond shall be borne by the subcontractor; and

(2) clearly specifies the amount and requirements of the bond.

13-4-38. FAILURE TO SPECIFY SUBCONTRACTOR

If a contractor fails to list 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 Subcontractors Fair Practices Act, the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.
13-4-39. **INADVERTENT CLERICAL ERROR**

A. The contractor, as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor, shall within four working days after the time of the prime bid opening by the using agency, give written notice to the using agency and to both the subcontractor he claims to have listed in error and the subcontractor who had bid to the contractor prior to bid opening.

B. Any listed subcontractor who has been notified by the contractor in accordance with the provisions of this section as to an inadvertent clerical error shall be allowed twelve working days from the time of the prime bid opening within which to submit to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file written notice within the twelve working days shall be primary evidence of his agreement that an inadvertent clerical error was made.

C. The using agency shall, in the absence of an objection to the contrary by the listed subcontractor in the original bid, consent to the substitution of the intended subcontractor if:

1. the contractor, the listed subcontractor listed in error and the intended subcontractor each submit an affidavit to the using agency, along with such additional evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within twelve working days from the time of the prime bid opening; or

2. affidavits are filed by both the contractor and the intended subcontractor within the specified time but the subcontractor whom the contractor claims to have listed in error does not submit, within twelve working days from the time of prime bid opening, to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error as provided in this section.

D. If affidavits are filed by both the contractor and the intended subcontractor but the listed subcontractor has, within twelve working days from the time of the prime bid opening, submitted to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error, the using agency shall investigate the claims of the parties and hold a hearing to determine the validity of the claims, within thirty days after the receipt of the contractor's written objection. Any determination made shall be based on facts contained in the affidavits submitted by all three parties and supported by testimony under oath and subject to cross-examination. The using agency may, on its motion or that of any other party, admit testimony of other contractors, any bid registries or depositories or any other party in possession of facts that may have a bearing on the decision of the using agency.

13-4-40. **EMERGENCY SUBCONTRACTING**

Subcontracting any portion of the work in excess of the listing threshold as to which no subcontractor was designated in the original bid shall be permitted only in the case of public emergency or necessity and then only upon a written finding by the using agency setting forth the facts constituting the emergency or necessity.

13-4-41. **PENALTIES**

A. When a contractor violates any provision of the Subcontractors Fair Practices Act except Section 13-4-34 NMSA 1978, the using agency shall:

1. in the case of a contractor who substitutes another subcontractor in violation of Section 13-4-36 NMSA 1978, for the subcontractor originally included in the bid, assess the contractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor or the difference between the amount bid by the listed subcontractor and the amount bid by the substituted subcontractor;

2. in the case of a contractor substituting a listed subcontractor for another subcontractor, and the substituted subcontractor knowingly participated in a violation of Section 13-4-36 NMSA 1978, assess the substituted subcontractor a penalty in an amount equal to the greater of ten percent of the amount bid by the substituted subcontractor.
percent of the amount bid by the listed subcontractor and the difference between the amount bid by the listed subcontractor and the substituted subcontractor; or

(3) in the case of a contractor who fails to list a subcontractor in excess of the listing threshold as defined in Section 13-4-38 NMSA 1978, assess the contractor a penalty of eight percent of the amount of the subcontract issued for the first violation and thirty percent of the amount of the subcontract issued for any violation thereafter, on any one project.

B. Penalties assessed pursuant to the provisions of this section shall be deposited into the fund from which the contract was awarded.

C. In a proceeding under this section, the contractor shall be entitled to a hearing after notice.

D. A violation of the provisions of the Subcontractors Fair Practices Act constitutes grounds for disciplinary action against a contractor or a subcontractor, pursuant to regulations of the construction industries division of the regulation and licensing department.

E. A contractor or a subcontractor who attempts to circumvent the provisions of the Subcontractors Fair Practices Act shall be subject to the penalties established pursuant to this section.

F. Any listed subcontractor removed in violation of the Subcontractors Fair Practices Act may bring an action in the district court for damages, injunctive or other relief.

13-4-42. COVERAGE OF HOME RULE MUNICIPALITIES
Any home rule municipality or H class county chartered under the provisions of Article 10, Section 6 of the constitution of New Mexico is expressly denied authority to legislate regulation of the subject matter covered in the Subcontractors Fair Practices Act that conflicts with the provisions of that act.

13-4-43. DISPUTE RESOLUTION
Once the using agency has determined the existence of a valid claim under the provisions of the Subcontractors Fair Practices Act, the using agency or agent of the using agency may:

A. hold a public hearing for the purpose of providing an informal resolution of the dispute by preparing a "form of dispute" which shall be available to all parties. The form shall state concisely, in numbered paragraphs, the matter at issue or dispute which the complainant expects to be determined. The agent or the using agency shall evaluate the issues presented by both sides of the dispute and render a decision within ten days after the hearing, and provide the parties with a written copy of the decision by certified mail, return receipt requested; or

B. refer the matter in dispute to be resolved through arbitration.

4.5.2 The Bidder shall not list himself as the supplier or as the Subcontractor for any trade unless he has previously performed work of this type or can prove to the Design Professional and the Owner's satisfaction that he actually has, or will obtain, fully adequate ability to perform the work with his own forces.

4.5.3 Omission or non-compliance with the intent of the Subcontractor Listing (Section 00430) will be grounds for considering a bid as non-responsive.

4.5.4 Prior to the award of the Contract, the Design Professional will notify the Bidder in writing if either the Owner or the Design Professional, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list. If the Owner or Design Professional has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option:

A. withdraw his Bid, or,

B. submit an acceptable substitute Subcontractor.

In the event of withdrawal under this paragraph, bid security will not be forfeited.

4.5.5 The Successful Bidder shall, within ten (10) days of Notice of Award of the Contract for the Work, submit to the Design Professional all of the requirements of Subparagraph 6.1.
4.5.6 The Successful Bidder will be required to establish to the satisfaction of the Design Professional and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

4.5.7 Persons and organizations proposed by the Bidder and to whom the Owner and the Design Professional have made no reasonable objection under the provisions of Paragraph 4.5.6 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 the Design Professional. In an effort to gain consent, provide, if possible, a written request from the person or organization wishing to be replaced by the Bidder explaining the need for the replacement.

4.5.8 No Successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

4.6 SUBMISSION OF BIDS
4.6.1 Bid, bid security, Subcontractors Listing Form, and other required documents listed in the Bidding Documents shall be submitted in an opaque sealed envelope marked in accordance with Subparagraph 4.6.2 below.

4.6.2 The Bid envelope shall be addressed as required by Section 00_2114 – Instructions to Bidders – Part B.

4.6.3 Bids received after the date and time for receipt of bids will be returned unopened.

4.6.4 The Bidder shall assume full responsibility for timely delivery of bids to the Owner, including those Bids submitted by mail or otherwise. Bids hand delivered to the Bid Opening Address shall be received beginning one hour prior to the bid. Bids will be clocked in at the time received, which must be prior to the time specified. Bids will then be held for public opening.

4.6.5 Oral, telephonic, or telegraphic bids are invalid and will not receive consideration.

4.7 CORRECTION OR WITHDRAWAL OF BIDS
4.7.1 A bid containing a mistake discovered before Bid Opening may be withdrawn by a bidder prior to the time set for Bid Opening by delivering verbal, written or telegraphic notice to the location designated in the Invitation for Bid as the place where bids are to be received.

4.7.2 Bid security, if required, shall be in an amount sufficient for the bid in conformance with Section 4.2.

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bidding Documents.

4.7.4 After Bid Opening time, no modifications in bid prices or other provisions of bids shall be permitted.

4.7.5 After Bid Opening, a low Bidder alleging a material mistake of fact which makes his Bid non-responsive may be permitted to withdraw his Bid if the:
   A. mistake is clearly evident on the face of the Bid Document; or
   B. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a written determination setting forth the grounds for the decision. If withdrawal is permitted, bid security will not be forfeited.

4.8 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER
4.8.1 In submitting this bid, the Bidder represents that he has familiarized himself with the nature and extent of the following requirements and of the Conditions of the Construction Contract (General, Supplementary, Project and Other Conditions):

4.9 REJECTION OR CANCELLATION OF BIDS
An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Owner. A determination containing the reasons therefore shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

4.10 CONSIDERATION OF BIDS
4.10.1 RECEIPT, OPENING, AND RECORDING
Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or bid items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection (13-1-107, NMSA 1978).

4.10.2 BID EVALUATION AND AWARD
4.10.2.1 The Owner shall have the right to waive technical irregularities in the form of the Bid of the low Bidder which do not alter the price, quality, or quantity of the services, construction, or items of tangible personal property bid (13-1-132, NMSA 1978).

4.10.2.2 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. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder (13-1-133, NMSA 1978). See Section 6 as to Post-Bid Information that may be required of a Contractor as to qualifications.

4.10.2.3 If the Base Bid is within the amount of funds available to finance the construction, contract award will be made to the responsible Bidder submitting the low Base Bid; except that, if sufficient funds are available to fund alternates, the Owner may award the contract to the responsible Bidder submitting the low combined Bid within the amount of funds available (Base Bid plus or minus alternates including the alternate for the “3-Year Extended Service & Maintenance” covered by Section 01_9310 in the Project Manual). If the award is based on alternates, the Owner shall accept them in the order in which they are listed on the Bid Form.

4.10.2.4 Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

4.10.2.5 Conditional Bids or Bids with additional terms will not be accepted.

4.11 NOTICE OF AWARD
A written Notice of Award shall be issued by the Owner after review and approval of the bid and related documents by the Owner with reasonable promptness (13-1-100 and 13-1-108, NMSA 1978).

4.12 CANCELLATION OF AWARD
When in the best interest of the public, the Owner may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the Owner.

5.0 PROTESTS
5.1 Any bidder, offerer, or contractor who is aggrieved in connection with this procurement (Bid) may protest to the Owner’s Central Purchasing Agent and the Owner in accordance with the requirements of General Services Department Rule 93-601. The protest should be made in writing within twenty-four (24)
hours after the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after
the facts or occurrences giving rise thereto (13-1-172, NMSA 1978).

5.2 In the event of a timely protest under Subparagraph 4.10.1 (13-1-172, NMSA 1978 of the
Procurement Code), the Owner’s Central Purchasing Agent and the Owner shall not proceed further with the
procurement unless the Owner’s Purchasing Agent or the Owner makes a determination that the award of
contract is necessary to protect substantial interests of the Owner (13-1-173, NMSA 1978).

5.3 The Owner’s Central Purchasing Agent or his designee shall have the authority to take any action
reasonably necessary to resolve a protest of an aggrieved bidder, offerer, or contractor concerning a
procurement.

5.4 The Owner’s Central Purchasing Agent or his designee shall promptly issue a determination relating
to the protest. The determination shall:
   A. state the reasons for the action taken; and
   B. inform the protestant of the right to judicial review of the determination pursuant to Section

5.5 A copy of the determination issued under Section 13-1-175, NMSA 1978 of the Procurement Code
shall immediately be mailed to the protestant and other bidders or offerers involved in the procurement
(13-1-176, NMSA 1978).

6.0 POST-BID INFORMATION

6.1 SUBMITTALS TO DESIGN PROFESSIONAL
Within ten (10) days of Notice of Award and prior to construction, the following shall be submitted to the
Design Professional:
   A. the Contractor required bonds and Certificates of Insurance;
   B. for the Owner's consideration for approval, a resume and Statement of Qualification of proposed
      Superintendent(s) and assistants until acceptable individuals are selected in accordance with
      Subparagraph 3.9.2 of the General Conditions to the Construction Contract;
   C. signed Subcontractors List including contract amount of each, evidence of required bonds, costs
      of each bond, and beneficiary of each bond; evidence of DOL registration, evidence of CID licensure;
   D. Assignment of Antitrust Claims (required for the Contractor, all Subcontractors, and all
      Suppliers);
   E. Certificate of Insurance;
   F. State W-9;
   G. evidence of other bonds or documents as specified in the Bidding Documents; and
   H. Schedule of Values and required supporting data in accordance with Paragraph 9.2 of the General
      Conditions to the Construction Contract.

6.2 RETURN OF BID SECURITY
All Bid Security in the form of checks, except those of the two lowest Bidders, will be returned immediately
following the opening and checking of the Bids. The retained bid security of the unsuccessful of the two
lowest bidders, if in the form of a check, will be returned within fifteen (15) days following the award of
contract. The retained bid security of the Successful Bidder, if in the form of a check, will be returned after a
satisfactory contract bond has been furnished and the Contract has been executed. Bid Securities in the form
of Bid Bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the
Purchasing Agent for the District after the Notice of Award is sent by the Owner.

6.3 EXECUTION AND APPROVAL OF CONTRACT
The Contract shall be signed by the Successful Bidder and returned, together with both the Contract Bonds
and Certificate of Insurance, within fifteen (15) days after the date of the Notice of Award. If the Contract is
not executed by the Owner within forty-five (45) days following receipt from the Bidder of the signed Contract with Bonds and Certificate, the Bidder shall have the right to withdraw his proposal without penalty unless the Bidder has previously agreed to extend the date for acceptance by the Owner. No Contract shall be effective until it has been fully executed by all of the parties thereto.

6.4 NOTICE TO PROCEED
The Owner will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

6.5 FAILURE TO EXECUTE CONTRACT
Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within fifteen (15) days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid Security, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

6.6 CONTRACTOR’S QUALIFICATIONS STATEMENT
Bidders to whom award of a contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents (13-1-82, NMSA 1978). The Contractor shall always submit the requirements of Subparagraph 3.9.2 of the General Conditions to the Construction Contract and also in accordance with Paragraph 6.1-B above.

7.0 OTHER INSTRUCTIONS TO BIDDERS
7.1 The bid will be awarded in accordance with Subparagraph 4.10.2.3. The Owner may accept from the apparent low bidder prior to the Award, a reduction to the bid cost or time and, may discuss with the apparent low bidder for potential deductive modifications to the Work prior to the Award however, the Award shall be made on the un-modified Construction Documents with alternates accepted in accordance with this Paragraph 7.0.

7.2 If the lowest responsible bid has otherwise qualified, and if there is no change in the original project scope, terms or conditions, the lowest bidder may negotiate with the purchaser for a lower total bid in order to avoid rejection of all bids for the reason that the lowest bid was up to ten percent higher than budgeted project funds. Such negotiation shall not be allowed if the lowest bid was more than ten percent over budgeted project funds.
INSTRUCTIONS TO BIDDERS – PART B
Section 00 2114

1.0 BID ENVELOPE

The Bid envelope shall be addressed at the front center of the envelope to:

HOBBS MUNICIPAL SCHOOL DISTRICT
GENE STRICKLAND, DIRECTOR OF OPERATIONS
1515 EAST SANGER STREET
P.O. BOX 1030
HOBBS, NM 88240

Also on the front of the envelope the Bidder shall mark: the name and address of the Bidder shall in the upper left corner; the name of project, Invitation to Bid Number, date of opening and, time of opening in the lower left corner; and, "SEALED BIDS ENCLOSED" in the lower right corner or otherwise on the face thereof.

-END OF SECTION-
BID FORM (Lump Sum or Unit Price)

This Bid is submitted to Owner:

HOBBS MUNICIPAL SCHOOL DISTRICT
1515 East Sanger Street
Hobbs, NM 88240
Telephone: (575) 433-0100

In collaboration with Co-Owner:

Public School Capital Outlay
Public School Facilities Authority
2019 Galisteo, Suite B-1
Santa Fe, NM  87505
Phone (505) 988-5989

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of the Owner's Notice to Award.

3. The Contractor shall include the following cash allowance in his Bid:

   A. for Unknown or Conceal Conditions (page 01 21 00 of Specs)          $20,000.00
4. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

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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 Architect/Engineer written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Architect/Engineer 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 and/or the Architect/Engineer pertaining to this project;

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

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

5. Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract plus additive alternates that are selected by the Owner. A bid must be submitted on all bid items and alternates; segregated bids will not be selected by the Owner.
A. **LUMP SUM PRICE: BASE BID** (please use typewriter or print legibly in ink)(use words):


($ )

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

6. The Bidder agrees that:

   A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than July 28, 2014 after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

   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 ($500.00) 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.

7. The Bidder acknowledges that the qualification requirements of all first tier, second tier and third tier subcontractors comply with the Contract Documents.

8. The following documents are attached to and made a condition of this Bid:
   
   A. Bid Security with Agent's Affidavit;
   
   B. Subcontractors Listing; and,
   
   C. Other (list):

9. 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.

10. The Bidder is a(n):

    A. **INDIVIDUAL**;

    By: ______________________________

        (Individual's Signature)

    Doing business as: ______________________________

    Business address: ______________________________
B. PARTNERSHIP:

By: ____________________________________________

(Firm Name)

__________________________________________

(General Partner's Signature)

Business 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.
NM License Number ________________  License Classification: ____________________

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

Resident Contractor's Preference Number: _________________________________
THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, (Here insert full name and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)
a corporation duly organized under the laws of the State of (Here insert full name and address or legal title of Owner)
as Surety, hereinafter called the Surety, are held and firmly bound unto
as Obligee, hereinafter called the Obligee, in the sum of 

Dollars ($ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

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

Signed and sealed this day of 19

(Witness) (Principal) (Seal)

(Witness) (Title)

(Witness) (Surety) (Seal)

(Witness) (Title)
AGENT’S AFFIDAVIT

(To be filled in by Agent)

STATE OF __________________________)
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 State of New Mexico in connection with the construction of

dated the day of , 20__, 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 _________________________, 20__.  

My Commission Expires:

AGENT’S ADDRESS:

Telephone
COMBINED
LIST OF SUBCONTRACTORS
and
ASSIGNMENT OF ANTITRUST CLAIMS
by
CONTRACTOR, SUBCONTRACTORS,
SUBSUBCONTRACTORS, and SUPPLIERS

EXAMPLE TRADES AND SUPPLIERS: SITE WORK, CONCRETE, MASONRY, FRAMING, LUMBER, STEEL,
STEEL FABRICATION, ROOFING, EXTERIOR INSULATION AND FINISH, DRYWALL, DOORS, GLASS AND
GLAZING, PLASTER, PAINTING, CARPET, RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS,
PLUMBING, SHEET METAL, ELECTRICAL

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: $ 3,715.00 (Architect’s Estimate = $743,000.00)

   a. Subcontractor Listing shall be expanded after Bid by apparent low bidder 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 Bid by apparent low bidder if Awarded, and before Contract, to include the Department of Workforce Solutions labor enforcement fund 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 Bidders, Section 00 2113 Paragraph 4.5, Subcontractors, for rules regarding changes in this list after bidding.

2. PROJECT NAME: HOBBS HIGH SCHOL: PHASE 4.2 – BREEZEWAY ALTERATION

INVITATION TO BID NUMBER: INVITATION TO BID NUMBER: 1314-18
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.
Subcontractor Listing
*Signature not required until after Bid but, before Award

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<tr>
<th>TYPE OF WORK</th>
<th>ENTITY NAME</th>
<th>CITY &amp; STATE</th>
<th>Labor enforcement fund registration # (if over $60,000)</th>
<th>SIGNATURE *</th>
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INVITATION TO BID NUMBER: 1314-18
Sealed bid opening date: April 15, 2014
HOBBS MUNICIPAL SCHOOL
DISTRICT: Hobbs HS Breezeway Alteration
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<tr>
<th>TYPE OF WORK</th>
<th>ENTITY NAME</th>
<th>CITY &amp; STATE</th>
<th>Minimum Wage Act Registration # (if over $60,000)</th>
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PREQUALIFICATION

GENERAL
The Contractor represents to the Owner that the Contractor:

1. is financially solvent, able to pay debts, and has sufficient working capital to complete the Work;
2. is able to furnish the plant, tools, materials, supplies, equipment, skilled labor and sufficient experience and competence required to complete the Work equal to or exceeding industry standards;
3. shall, prior to bid, be properly licensed according to the requirements of the Construction Industries Licensing Act, Chapter 60, Article 13 NMSA 1978 and ensures to the Owner that such license shall remain in effect for the duration of the Work and warranty periods that the Contractor is authorized and properly licensed to do business in the State of New Mexico and in the locale where the Work is located;
4. execution of the agreement and performance thereof is within the Contractor's duly authorized powers; and
5. or assigns have visited the site of Work and has become familiar with the conditions under which the Work is to be performed, obtained all available information and have correlated observations and acquired information with the requirements of the Contract Documents including conditions:
   a) bearing upon access to the site, accommodations required, transportation, disposal, handling and storage;
   b) affecting availability of labor, materials, equipment, water, electricity, utilities and roads;
   c) such as weather, river stages, flooding;
   d) related to the apparent form and nature of the Work site, including the surface and sub-surface conditions; and,
   e) that in general would be deemed by a prudent contractor to be material to the Work as to assess risk, contingencies and other circumstances;
6. has completed prior contracts with diligent and continuous effort and has been responsive to post-occupancy corrections.

PREQUALIFICATION FORMS
None.

DEBARRED OR SUSPENDED CONTRACTORS
A business (contractor, subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180 and 13-4-11 through 13-4-17, NMSA 1978 as amended, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.
Return completed form to address below:
State of New Mexico, PSFA
Contracts Administrator
2019 Galisteo, Suite B-1, Santa Fe, NM 87505
Phone: 505.988.5989 Fax: 505.988.5933

Taxpayer Identification Number Verification (TIN)

<table>
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<tr>
<th>FOR AGENCY USE ONLY</th>
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<tr>
<td>Business Unit Number: _______________ Date: <strong>/</strong>/____</td>
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<tr>
<td>Point of Contact (POC): ___________</td>
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<tr>
<td>POC Initials: ___________ POC Phone #: ___________</td>
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PRINT OR TYPE

TAXPAYER IDENTIFICATION NUMBER (TIN) (Provide only ONE)
Sale proprietorship provide EIN if applicable
Federal Employer Identification Number (FEIN): ___________
Social Security Number (SSN): ___________

LEGAL NAME
(Assigned with IRS or SSA) Sole Proprietorship enter your Last Name, First Name, Middle Initial:

TRADE NAME
If doing business as (DBA) or business name of Sole Proprietorship:

PRIMARY ADDRESS (Address where correspondence, payment(s), purchase order(s), or 1099's should be sent):
P.O. Box or Street Address ___________
City, State, Zip ___________

REMITTANCE ADDRESS (Where payment(s), if different from primary address, should be sent):
P.O. Box or Street Address ___________
City, State, Zip ___________ Additional ___________

CHANGE OF ADDRESS (Enter new address here):
P.O. Box or Street Address ___________
City, State, Zip ___________
Change of Address applies to: Remittance Primary

CERTIFICATION
Under penalties of perjury, I certify that:
I have provided my correct taxpayer identification number and
I am not subject to backup withholding as specified on the reverse side of this form.
Print Name __________________________ Title __________________________
Signature __________________________ Date ____________

OPTIONAL DIRECT DEPOSIT (ACH)

WARNING: The State of New Mexico will not process international ACH transactions (IAF). Any payment to you from the State will ever result in an IAF under the National Automated Clearing House Association’s operating rules or if you are not sure if the rules apply to you. DO NOT FILL OUT THIS SECTION OF THE FORM.

Please initial here to indicate that you have read the above warning. If you fail to initial here, direct deposit will not be approved. ________

By: __________
Initial here

Bank Name: __________________________ Account #: __________________________
Routing #: __________________________ Checking Account #: __________________________ Other Account #: ______________________________________
(Provide copy of voided check NOT DEPOSIT SLIP)

FOR FCD USE ONLY

ENTERED BY: __________________________
Date Entered: ____________

SHARE VENDC #

Share Form Revised 09/18/09

W-9 FORM

00 4553 - 1

00_4553_rev1_W-9_form_psfa_DBB_version_3.000.doc
INSTRUCTIONS FOR COMPLETING THIS FORM

Taxpayer Identification Number (TIN)
Provide Only One: Social Security Number or Federal Employee Identification Number (FEIN)
If you do not have a TIN, apply for one immediately.
Individuals use federal form SS-5 which can be obtained from your local

Social Security Administration Office.
Businesses and all other entities use federal form SS-4 which can be obtained from your local Internal Revenue Service Office.

Legal Name
As registered with the IRS or Social Security Administration (SSA)
Individuals: Enter your Last Name, First Name, MI
Sole Proprietorships: Enter Last Name, First Name, MI
All Others: Enter Legal Name of Business

Limited Liability Company (LLC)
Enter owner's name here, enter the LLC name on trade name line. Check the LLC box, and select the appropriate filing status.

Trade Name
Individuals: Leave Blank
Sole Proprietorship: Enter Doing Business As (D/B/A) Name
All Others: Complete only if Business Name is different than Legal Name

Primary Address
Address where correspondence, payment(s), purchase order(s) or 1099's should be sent.

Remittance Address
Address where payment(s) should be sent if different from primary address.

Business Designation
Check ONE box which describes the type of business entity. If the business designation is either a corporation or organization exempt form Tax under Section 501 (a)(c)(d), you must indicate if you are engaged in the business of providing medical services by checking "yes" or "no"; this does not include providing health insurance coverage for employees.

Certification
The person signing this document should be; a partner in the partnership; an officer of the corporation; or the individual or sole proprietor noted under Legal Name above.
By signing this document you are certifying that all information provided is accurate and complete.
You are also certifying that you have not been notified by the IRS that you are subject to backup withholding because:

A. You are exempt from backup withholding; or
B. You are not subject to backup withholding as a result of a failure to all interest or dividends; or
C. That the IRS has notified you that you are no longer subject to such backup withholding.

Penalties
If you fail to furnish your correct Taxpayer Identification Number (TIN) to a requester, you are subject to an IRS penalty of $50 for each failure unless your failure is due to reasonable cause and not to willful neglect.
If you make a false statement without a reasonable basis that results in no backup withholding, you are subject to an IRS penalty of $500.
Willfully falsifying certification or affirmations may subject you to criminal penalties including fines and/or imprisonment.
If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Privacy Act Notice
Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to and IRA. The IRS uses the TIN for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.
APPLICATION FOR PREFERENCE

GENERAL INSTRUCTIONS

The attached Application for Preference has four (4) parts:

Part I - "General Information" must be completed by all applicants;

Part II - Must be completed when the applicant is applying for certification as a Resident Business.

Part III - Must be completed when the applicant is applying for certification as a Resident Contractor; and

Part IV - "Certification" must be completed by all applicants.

Within Laws of New Mexico, there are two related sections of statute which authorize a 5% Bid Preference to qualified New Mexico Businesses/Contractors:

Section 13-1-21 NMSA 1978, authorizes and sets forth the criteria required for a business to qualify as a Resident Business. It is important to note, a resident business preference is applicable to contracts, which typically call for, but is not limited to, the furnishing of tangible personal property, i.e. goods, supplies, materials, equipment, printed materials and certain services. It does not apply, however, in public works or like construction contracts.

Section 13-4-2 NMSA 1978, authorizes and sets forth the criteria required for a contractor to qualify as a Resident Contractor.

NOTE: Consistent with Sections 13-1-21 and 13-4-2 NMSA 1978, "resident preference" is applicable to COMPETITIVE BID procurements only. It does not apply when the procurement is solicited by means of a Request for Proposals or, in the procurement of Professional Services. Additionally, any person, firm, corporation, or other legal entity must have all required licenses at the time the application for preference is submitted to the State Purchasing Agent for consideration. Relevant parts of Sections 13-1-21, 13-1-22 and 13-4-2 NMSA 1978 are on the reverse side of this page for your review.

PLEASE NOTE

All certification numbers are subject to revocation in accordance with applicable GSD rules. A certification number does not establish conclusively that the holder of the number is a resident business and/or contractor. Rather, a certification number merely establishes that the state purchasing agent believed, as of the date of issuance, the holder was entitled to treatment as a resident business and/or contractor by state agencies and local public bodies. Whenever a certification number is challenged, the holder of the number has the burden of persuasion on the issue of whether the holder is actually a resident contractor.

A. For the purposes of this section:
   
   (1) “resident business” means a New Mexico resident business or a New York state business enterprise;
   
   (2) “New Mexico resident business” means a business that is authorized to do and is doing business under the laws of this state and:
      (a) that maintains its principal place of business in the state; or
      (b) has staffed an office and has paid applicable state taxes for two years prior to the awarding of the bid and has five or more employees who are residents of the state; or
      (c) is an affiliate of a business that meets the requirements of Subparagraph (a) or (b) of this paragraph. As used in this section, “affiliate” means an entity that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the qualifying business through ownership of voting securities representing a majority of the total voting power of the entity;
      
    (3) “New York state business enterprise” means a business enterprise, including a sole proprietorship, partnership or corporation, that offers for sale or lease or other form of exchange, goods or commodities that are substantially manufactured, produced or assembled in New York state, or services, other than construction services, that are substantially performed within New York state.  For purposes of construction services, a New York state business enterprise means a business enterprise, including a sole proprietorship, partnership or corporation, that has its principal place of business in New York state;
      
(4) “resident manufacturer” means a person who offers materials grown, produced, processed or manufactured wholly in the state; provided, however, that a New York state business enterprise shall be deemed to be a resident manufacturer solely for the purpose of evaluating the New York state business enterprise’s bid against the bid of a resident manufacturer that is not a New York state business enterprise.

13-1-22. Resident business and manufacturer certification; application; information.

No resident business or resident manufacturer, as those terms are defined in Subsection A of Section 13-1-21 NMSA 1978, shall be given any preference in the awarding of contracts for furnishing materials or services to a state agency, unless the resident business or resident manufacturer shall have qualified with the state purchasing agent as a resident business or resident manufacturer, or both, by making application to the state purchasing agent and receiving from him a certification number.

13-4-2. Resident contractor defined; application of preference.

A. “Resident contractor” means a New Mexico resident contractor or a New York State business enterprise.

B. “New Mexico resident contractor” means any person, firm, corporation or other legal entity if, at the time the contract is advertised for bids and at the time bids are opened, it has all required licenses and meets the following requirements:
   
   (1) if the bidder is a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in New Mexico;
   
   (2) if the bidder is a partnership, general or limited, or other legal entity, it shall maintain its principal office and place of business in New Mexico;
   
   (3) if the bidder is an individual, he shall maintain his principal office and place of business in New Mexico;
   
   (4) “New York state business enterprise” means a business enterprise, including a sole proprietorship, partnership or corporation, that offers for sale or lease or other form of exchange, goods or commodities that are substantially manufactured, produced or assembled in New York state, or services, other than construction services, that are substantially performed within New York state.  For purposes of construction services, a New York state business enterprise means a business enterprise, including a sole proprietorship, partnership or corporation that has its principal place of business in New York State.
APPLICATION FOR PREFERENCES

This application for preference is pursuant to Sections 13-1-21, 13-1-22, and 13-4-2 NMSA 1978.

PART I- GENERAL INFORMATION (must be completed by all applicants).

1. Name of Business:

2. Street Address:

3. Post Office Box (if any) or Mailing Address if different from question 2.


5. Telephone Number: (   )_______________________

NOTE: If your company has more than one office in the state that will be utilizing the “Resident Preference number; attach an additional page listing address of each entity.

6. New Mexico Tax number: ________________________ (May be obtained by contacting New Mexico Taxation & Revenue, P.O. Box 630, Santa Fe, New Mexico 87509-0630 or Telephone No. (505) 827-0946.

7. Nature of Business (e.g., automobile dealer, electrical contractor, etc.):

8. New Mexico Construction Industries Division Contractor’s License Number (If applicant is applying as a resident contractor only):

9. Type of Business Organization (check one):

   _____ Sole Proprietorship
   _____ Corporation
   _____ Partnership (general or limited)
   _____ Public Telecommunications Provider
   _____ Trust
   _____ Other Legal Entity

10. If the business is a corporation, furnish the name and address of responsible party who can respond to any questions on applicant's behalf.
PART II RESIDENT BUSINESS PREFERENCE (#1-5)

1. Is the business authorized to do business under the laws of the State of New Mexico? _____________________________

2. Revenue:
   (a) In what State does the business earn the largest percentage of its revenues? _____________________________
   (b) What percentage is earned in New Mexico? _____________________________

3. Capital Assets:
   (a) In what State is the largest percentage of the capital assets of the business located? ________
   (b) What percentage is located in New Mexico? _____________________________

4. Employees (excluding Sole Proprietorships):
   (a) In what State does the largest percentage of full-time equivalent employees of the business reside permanently? _____________________________
   (b) What percentage resides permanently in New Mexico? _____________________________
   (c) How many full-time equivalent employees reside permanently in New Mexico? (Number, not percentage) ____________

5. Date business entity established in New Mexico. ____________________________________________________________

PART III - RESIDENT CONTRACTOR PREFERENCE (#1-8)

1. In what State does the business maintain its principal office? _____________________________

2. Revenue:
   (a) In what State does the business earn the largest percentage of its revenues? ____________
   (b) What percentage is earned in New Mexico? ____________________________

3. Capital Assets:
   (a) In what State is the largest percentage of the capital assets of the business located? ______
   (b) What percentage is located in New Mexico? _____________________________

4. Employees (excluding Sole Proprietorships):
   (a) In what State does the largest percentage of full-time equivalent employees of the business reside permanently? _____________________________
   (b) What percentage resides permanently in New Mexico? _____________________________
   (c) How many full-time equivalent employees reside permanently in New Mexico? (Number, not percentage) ____________

5. Are all vehicles owned/leased by the business properly licensed with the New Mexico Motor Vehicles Division? Yes___ No____

6. If the applicant is a corporation, date the entity Incorporated in New Mexico or date business was established in New Mexico

APPLICATION FOR RESIDENT PREFERENCE 00 4556 - 4
00 4556-ResidPref_psfa_DBB_version_3.000
7. Name of qualifying party for contractor license: ______________________________________________________________

8. If the business is a PUBLIC TELECOMMUNICATIONS PROVIDER as defined in the New Mexico Telecommunications Act, answer the following question:
   (a) Has the business paid unemployment compensation to the Employment Security Department (Department of Labor) at the applicable experience rate for the business pursuant to the New Mexico Unemployment Compensation Law on no less than ten (10) employees who have performed services subject to contributions for the preceding two-year period? ____Yes _____No

NOTICE: A business must have all required licenses for a public works contract at the time the contract is advertised for bids and at the time bids are opened.

PART IV CERTIFICATION (must be completed by all applicants)

I hereby certify that all statements made in this application are true and complete to the best of my knowledge, and I understand that misrepresentation of material facts will cause forfeiture of any right to resident preference. I agree to report to the State Purchasing Agent any changes in the facts which underlie the answers on this form.

____________________________________
Signature of Applicant

____________________________________
Date:

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF ____________, 20__.
COUNTY OF _______________________ STATE OF _______________________

My Commission Expires: ________________________

____________________________________
Notary Public

=======================================================================
FOR OFFICE USE ONLY

RECOMMEND APPROVAL ___________________ APPROVED ___________________

RECOMMEND REJECTION ___________________ REJECTED ___________________

____________________________________
Vendor Registration Officer

____________________________________
State Purchasing Agent

____________________________________
Date