



*STEP 2 of 3 STEP PROCESS*

**REQUEST FOR PROPOSAL  
FOR  
CONSTRUCTION MANAGER AT RISK,  
BIDDING AND GENERAL REQUIREMENTS  
DIVISIONS 00  
Sections 00\_0101 through 00\_2300**

**PROJECT TITLE: HMS Career Technical Education Center RFP NO: 1920-06**

**For Contracting Agency: HOBBS MUNICIPAL SCHOOLS  
(District Name)**

**Contact Person: Jessica Alvarado**

**Address: 1515 E. Sanger**

**City/State/Zip: Hobbs, NM 88240**

**Telephone: 575.433.0100 Fax: 575.433.0140 E-Mail: alvaradoj@hobbsschools.net**

**DEADLINE FOR RECEIPT OF RFP IS AS FOLLOWS:**

**DATE: August 1, 2019 TIME: 2:00 pm MST**

**DELIVER TO: Jessica Alvarado, Business Office, HMS Administration**

The date and time received will be stamped on the Request for Proposal Package by the District offices. Late proposals will not be accepted. It is the responsibility of the Offeror to ensure that their proposal is delivered on time to the correct address.

# HOBBS MUNICIPAL SCHOOLS

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### DIVISION – 00

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# HOBBS MUNICIPAL SCHOOLS

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## DIVISION 00

of the

### *Construction Manager at Risk Agreement*

2019 Edition, Version 1.1

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#### **SECTION 00 0102 - INTRODUCTION**

##### **1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL FOR PROJECT: HMS Career Technical Education Center**

This Request for Proposal (RFP) is governed by the following which are all-inclusive by reference: A new section of the Procurement Code, Construction Manager at Risk Section 13-1-124.1 through 13-1-124.5 NMSA 1978. In addition to the new section, 13-1-111, 13-1-119.1, 13-1-117.1 NMSA 1978 and the New Mexico Administrative Code (NMAC) 1.4.1 regulations of September 30, 2006 govern this process. These documents are available for review upon request.

This Proposal is Step 2 of the Three Step process where Project funds exceed \$500,000. Step 1, Request for Qualifications, determine qualified Offerors that received this Request for Proposal (RFP). Once the RFP's are evaluated, the Selection Committee will proceed to Step 3, Interviews of up to 3 of the most qualified Offerors. Scores for the Interviews will be added to the RFP and RFQ scores to determine an overall Finalist for recommendation to the District's governing body for the purpose of entering into negotiations for pre-construction services, and execution of a final Construction Manager at Risk Agreement.

##### **2.0 SUMMARY SELECTION PROCESS**

The Construction Manager at Risk Request for Proposal requires that the qualified Offerors carefully examine the contract documents and conditions affecting the Work, and be familiar with the site. The

Offeror shall submit a fee/cost proposal that consists of the CMAR Percent Fee and Specified General Conditions (Form included herein) to execute the Project.

### **3.0 PROCUREMENT AND PROJECT CONTACT**

Any questions concerning the procurement process for this Request for Proposals shall be submitted to the procurement contact listed below. Technical questions regarding the scope of work shall be submitted to the Procurement Manager as well as a matter of record. The Procurement Manager will then distribute the questions to the District Representative for consideration. All questions shall be submitted in writing. The questions and responses shall be distributed to all Offerors.

For questions regarding the selection process:

Jessica Alvarado, HMS Procurement

Technical questions regarding the scope of work shall be addressed through the Procurement Manager and distributed to the following:

Barry Nebhut, Stantec

### **4.0 SUMMARY REVIEW OF INFORMATION PROVIDED IN THE RFO**

#### **STATEMENT OF SCOPE OF WORK/FUNDING**

The project is described as: Hobbs Municipal Schools Career Technical Education Center

Existing Conditions: New building to be located on a site south of the Hobbs High School Stadium parking lot where current IT building is located. Site is in a FEMA flood zone.

Project description: The new Hobbs CTE center will house a robust variety of technical programs to support the growing population of the existing High School. This facility will supplement students' core classes with hands on training and education that will prepare them for future education and careers. The first floor will house an administration portion at the entry on the north side of the facility. South of that will be mostly 2 story, open shops for architecture/ construction, energy manufacturing and transportation trades. Several of these spaces will extended up through the second floor to allow views from upper floors down into the shops. The second floor consists primarily of classrooms that support the shops down below. The third floor contains more classrooms, IT shops and classrooms, a culinary lab and roof deck café. Two innovation zone bridges connect the east and west programmatic bars. At grade these bars are disconnected to allow for fire truck access and deliveries of supplies for the shops. Overhead doors will provide access into the shop spaces from adjacent streets.

Building Size: 99,000 SF, 3 stories Site Size: 2.5 acres

## FUNDING, FEES AND SCHEDULES

The Maximum Allowable Construction Cost (MACC) \$\_33,000,000

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Funding sources are a combination of Public and Private funds

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Start of Construction is expected to be in Month: December Year: 2019

### **DESIGN PROFESSIONAL**

**Stantec Architecture – Barry Nebhut**

**3001 Bee Caves Road, Suite 300, Austin TX 78746-5590**

**512.867.6106**

**Barry.Nebhut@stantec.com**

## **5.0 SUMMARY OF PROCUREMENT PROCESS**

After evaluating the Statements of Qualifications received in response to the Request for Qualifications, and after receiving and scoring the Proposals received in response to this RFP, the Selection Committee will invite up to three (3) of the highest ranking Offerors for interviews.

## **6.0 SUMMARY OF PROPOSAL BOND REQUIREMENT**

The Offeror shall submit a Proposal Bond of 5% (see Section 00 01 07 Proposal Bond Form in this document) of **\$33,000,000 (MACC)** (Total Proposal amount including the Percent Fee and Specified General Conditions) with the Request for Proposal. The Proposal Bond represents verification that the MACC is adequate and that the proposal is a good faith offer for consideration of a contract to perform the Pre-Construction Services and Construction Services. Upon the successful negotiation of a fee for preconstruction services and execution of the CMAR Agreement, said Proposal Bond shall be bound until the CMAR and the Owner agree on a Guaranteed Maximum Price for the Work and execute a GMP Amendment to the Contract. At that point, the CMAR shall provide the District with the Performance and Payment Bonds, and all other documents required per the Agreement. The Proposal Bond shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Owner as is required for a local public works project per 13-4-18, NMSA 1978. The CMAR shall also require Performance and Payment Bonds of subcontractors meeting the requirements of 13-1-148.1 NMSA 1978.

## **7.0 DEFINITIONS OF TERMINOLOGY**

This section contains the same definitions that were included in the Request for Qualifications (RFQ), and that are used throughout this CMAR procurement process, including appropriate abbreviations. These are included herein as a convenience and as a reference for the Offeror to understand the language used in this solicitation.

**“Construction Manager at Risk” (CMAR)** means a person who, pursuant to a contract with a governing body, provides the preconstruction services and construction management required in a construction manager at risk delivery method.

**“Construction Manager at Risk Delivery Method”** means a construction method for an educational facility wherein a construction manager at risk provides a range of preconstruction services and construction management, including cost estimation and consultation regarding the design of the building project, preparation and coordination of bid packages, scheduling, cost control, value engineering, and while acting as the general contractor during construction, detailing the trade contractor scope of work, holding the trade contracts and other subcontracts, pre-qualifying and evaluating trade contractors and subcontractors and providing management and construction services, all at a guaranteed maximum price for which the construction manager at risk is financially responsible. The CMAR must submit a Proposal Bond with their Offer, and shall submit Payment and Performance Bonds for Construction, as may be required per final contract.

**NOTE:** By definition, CMAR services cannot duplicate the services of the Design Professionals for a project, but may, at the District’s direction, have input in the project.

**“Contract”** means an agreement between a state agency or school district and a New Mexico licensed contractor for the work covered by this RFP.

**“Contractor”** means successful Offeror awarded the contract that holds an appropriate and current State of New Mexico contractor license designations.

**“Department of Finance and Administration (DFA)”** is the cabinet agency with central accounting authority and responsibility, which issue payments for work performed under this RFP involving DCP/PSCOC funding.

**“Design Professional”** means architect/engineer.

**“Determination”** means the written documentation of a decision of the District and/or the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains. Section 13-1-52, 13-1-111, NMSA 1978.

**“Educational facility”** means a public school, including a locally chartered or state-chartered charter school or a facility of a state educational institution listed in Section 6-17-1.1 NMSA 1978.

**“GMP”** means Guaranteed Maximum Price is the maximum amount to be paid by the governing body for the construction of the educational facility, including the cost of the work, the general conditions and the fees charged by the CMAR. The final contract price agreed upon by the District and the CMAR, shall be the amount stated in the Agreement Between the Owner and the Construction Manager at Risk, and the General Conditions of the Construction Manager at Risk Agreement, PSFA Version 1.0 with negotiated amendments.

**“Governing body”** means the Public School Facilities Authority if the authority is the using agency that requires construction of an educational facility; a local school board, a charter school, or any state educational institution if that governing body is the using agency that requires the construction of an educational facility.

**“Labor enforcement fund, Department of Workforce Solutions, Labor and Industrial Division, Contractor and Subcontractor Registration”** is the requirement that all contractors and subcontractors licensed to do business in the State of NM must pay a \$200 fee, renewable by July 1 every year in order to submit a bid or offer on a public works project. Contractors that are paid and

in good standing with the Department are assigned a number that must be included on any bid or proposal for public works projects. Failure to comply is a violation of 13-4-14.1 NMSA 1978.

**“MACC – Maximum Allowable Construction Cost”** means the amount that is set by the District and represents the total sum available for the cost of the work, the CMAR Fee, and General Conditions, excluding gross receipts tax, but may include furnishings, fixtures and equipment. MACC shall not include professional fees, testing fees, District’s project contingency funds, acquisition costs or other soft costs.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

**“Owner”** is the District.

**“Proposal”** is the Offerors response to this RFP.

**“Public School Capital Outlay Council (PSCOC)”** is the body with responsibility to approve allocations for public school capital outlay assistance.

**“Public School Facilities Authority (PSFA)”** is the agency, under the Public School Capital Outlay Council (PSCOC) charged with responsibility for overseeing projects and shall serve as the District’s Co-Owner for work performed under this RFP.

**“Resident or Veteran Contractor”** means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

**"Request for Proposals" or "RFP"** means all documents, attached or incorporated by reference, used for soliciting proposals.

**“Request for Qualifications” or “RFQ”** means all documents, attached or incorporated by reference, used to determine whether an Offer is responsible based on a statement of experience, ability, means and methods to fulfill the District requirements.-

**"Responsible Offeror"** means an Offeror who submits a proposal and who has furnished, where 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 described in the proposal.

**"Responsive Offer" or "Responsive Proposal"** means an offer or proposal, which conforms in all material, respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

**"Selection Committee"** means a body constituted in accordance with Section 13-1-124.4 NMSA 1978 to perform the evaluation of Offeror proposals.

**"User"** means the school district staff occupying the facility or facilities, for which a project is being designed.

**"User Contact"** is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

The terms "**must,**" "**shall,**" "**will,**" "**is required,**" or "**are required**" identify *a necessary* item or factor. Failure to comply *with such* an item or factor *may* result in the rejection of the Offerors proposal.

The terms "**can,**" "**may,**" "**should,**" "**preferably,**" or "**prefers**" identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offerors submittal. *Rejection of the submittal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Committee Chairman.*

## **8.0 SUMMARY OF THE REQUEST FOR PROPOSAL EVALUATION PROCESS & EVALUATION FACTORS**

- 8.1. **Selection Committee** - The Selection Committee shall consist of a minimum of three (3) persons appointed by the District and PSFA. Per statute, at least one member of the Committee shall be an architect or engineer. The team shall collectively possess expertise in the technical requirements of the project, construction design and contracting.
- 8.2 **Submittal Completeness** -Each prospective Offeror must provide all the required information, where applicable. Any prospective Offeror failing to do so may be deemed to be non-responsive at the sole discretion of the Selection Committee.

## **SECTION 00 0103 - EVENTS GOVERNING THE PROCUREMENT**

This section of the RFP outlines and describes the major events of the Procurement and the Selection Process.

### **1.0 SEQUENCE OF EVENTS**

- |  |   |
|--|---|
| 1. Issue RFP                               | <b>July 16, 2019</b>  |
| 2. Deadline to Submit Written Questions    | <b>July 25, 2019</b>  |
| 3. RFP Amendments                          | <b>July 29, 2019</b>  |
| 4. Submission of Proposal                  | <b>Submission Deadline:<br/>HMS Administration – Business Office<br/>August 1, 2019 2:00 PM MDT</b> |
| 5. Proposal Evaluation                     | <b>Shortlist: August 6, 2019</b>  |
| 6. Notice of Most Qualified Offerors       | <b>Tentative Date: August 7, 2019</b>   |
| 7. Interviews with Most Qualified Offerors | <b>Interview Date: August 15, 2019</b>  |
| 8. Contract Award                          | <b>Tentative Date: August 20, 2019</b>  |
| 9. Contract Negotiations                   | <b>Tentative Date: District &amp; Successful Offeror</b>  |



## 2.0 EXPLANATION OF SEQUENCE OF EVENTS

1. **Issue RFP** - This RFP is issued by the District in accordance with the provisions of Sections 13-1-124.1 through 13-1-124.5 NMSA 1978, 13-1-111, 13-1-119.1, 13-1-117.1 NMSA 1978 and the New Mexico Administrative Code (NMAC) 1.4.1 regulations of September 30, 2006.
2. The District may allow Prospective Offerors the opportunity to visit with the project Representative with permission from the District Representative. **Please note that after the proposal submission due date, the Offerors are not allowed any contact with the District unless requested to do so. The District, may, however, contact Offerors for clarification purposes, changes in the Schedule of Events, notices of non-responsiveness or responsiveness of proposals, and notices of shortlist status and/or interviews.**
3. **Deadline to Submit Written Questions** - Between the time of issuance of the RFP and the date listed herein, prospective Offerors shall submit questions in writing to the Procurement Manager regarding any clarifications or comments regarding the RFP, the Conditions Governing the Procurement, the Contract for Construction Between District and Construction Manager at Risk and General Conditions of the Contract for Construction Manager at Risk, or any other area that is of importance or concern in preparing your response.
4. **RFP Amendments** - Should any amendment to this RFP be deemed necessary between issuance of the RFP and the proposal submission deadline, it will be distributed in writing to all short-listed Offerors. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment. Any amendment will be accompanied by an Acknowledgement of Amendment Form to be included in the RFP submittal.
5. **Submission of Proposal** – This is the date and time that has been set by the District for receipt of Proposals. Late Proposals will not be accepted. It is the Offeror’s responsibility to ensure that Proposals arrive at the appointed date and time. Proposals may be delivered early to avoid any possible delay of the submission. Proposals must be submitted properly sealed and addressed to:

August 1, 2019, 2:00 PM MST  
HMS Administration – Business Office  
Jessica Alvarado  
1515 E. Sanger  
Hobbs, NM 88240  
575.433.0100

**PROPOSALS RECEIVED AFTER THE DEADLINE ARE NON-RESPONSIVE.**  
District staff shall time-stamp proposals at the district appointed place and time. A public log will be kept of the date and time proposals were received from the short-listed Offerors. Late proposals shall be time-stamped as well, recorded, and if hand-delivered, returned to the person delivering the proposal. If a late proposal arrives by common carrier (USPS, UPS,

FED/EX, etc.) the Offeror shall be notified to make arrangements to pick up the late, unopened proposal, or to be returned by collect fees.

The Procurement Manager shall review the Proposals for completeness and compliance with requirements, prior to the distribution to the Selection Committee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and said Offeror may protest the determination pursuant to 13-1-172 to 13-1-176, NMSA 1978 of the Procurement Code.

6. **Proposal Evaluation/Short Listing** - The Selection Committee will review and score each Offeror's proposal. Each Selection Committee member's point totals will be combined and translated into a numeric ranking of all proposals.

The Selection Committee shall evaluate the proposals and conduct interviews with up to three of the highest ranked Offerors.

7. **Notice of Most Qualified Offerors** – The procurement manager shall notify the short-listed Offerors of the Selection Committee's ranking. The three highest ranked Offerors will be invited to interview at the appointed date and time. The three firms shall be given a set of questions to be addressed in the interview, either in a pre-interview meeting if held, or by e-mail, or USPS mail, with an acknowledgement of receipt.

8. **Interview with Finalist(s)** – Should your firm be invited to an interview, questions will be directed to your proposed Project Team. At a minimum, the corporate executive dedicated to the project, the project manager, the project superintendent, and other key individuals responsible for pre-construction services and safety during construction must be in attendance. In addition to presenting their qualifications, experience and approach to the project, the Project Team will be expected to respond to questions from the Selection Committee as well as to additional questions that may be posed in the letter inviting your firm to the interview.

9. **Negotiation** - The highest ranked Offeror will be sent a proposal for preconstruction services. If the Owner is successful in negotiating an agreement for preconstruction services with the highest ranked Offeror that it believes is fair and reasonable, a contract will be awarded to that Offeror. Should the Owner be unable to negotiate a satisfactory contract with the Offeror considered to be most qualified at a price, that the Owner, within its sole discretion, determines to be fair and reasonable, negotiations with that Offeror shall be formally terminated. The Owner shall then undertake negotiations with the second most qualified Offeror as determined by the Selection Committee. If the Owner is unable to negotiate a contract with the second most qualified Offeror that the Owner, within its sole discretion, determines to be fair and reasonable, negotiations with that Offeror shall be formally terminated. The Owner shall then undertake negotiations with the third most qualified Offeror as determined by the Selection Committee. Should the Owner be unable to negotiate a contract with any of the Offerors recommended by the Selection Committee that the Owner, within its sole discretion, determines to be fair and reasonable, additional Offerors shall be ranked by the Selection Committee and the Owner shall continue negotiations until a contract is signed with a qualified Offeror or the procurement process terminated.

10. **Notice of Award** - The District will notify Offerors and Finalist(s) in writing of the final award. This notice will include the final rankings for the project award. At that time, all proposals that were submitted are open for public inspection for a period of 30 days after the award, except for any part of a proposal that may be determined to be proprietary and confidential.

## **SECTION 00 0104 TERMS AND CONDITIONS GOVERNING THE RFP PROCUREMENT**

- 1.0** The section contains specific information about the terms and conditions, statutes, regulations, and rules that govern the RFP process under which this RFP is issued.

The District may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The District reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project, should the need arise. The Owner makes no representations, written or oral, that it will enter into any form of agreement with any Offeror.

- 1.1 **Protests** - In accordance with Section 13-1-172 to 13-1-176, NMSA 1978, any Offeror who is aggrieved in connection with the award of a contract may protest to the Procurement Manager. The protest must be submitted **in writing** within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Hobbs Municipal Schools  
Business Office  
Jessica Alvarado  
1515 E. Sanger  
Hobbs, NM 88240  
575.433.0100

The 15-day protest period shall begin on the day following the date of written notice of action from the District. Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

- 1.2 **Incurring Cost** - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
- 1.3 **Third-Party or Subcontracting GC Contract Responsibilities** – Direction of all work that may result from this procurement must be performed by the Offeror and payments will only be made to the Offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, reassignment of CMAR duties and responsibilities to a third party is not acceptable.

- 1.4 **Amended Proposals** - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such with transmittal/cover letter. District personnel will not open, collate or assemble amended proposal materials.
- 1.5 **Offeror's Rights to Withdraw Proposal** - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the District. The approval or denial of withdrawal requests received **after** the deadline for receipt of the proposals is at the discretion of the District Representative.
- 1.6. **Disclosure of Proposal Contents** - The content of proposals will be kept confidential until written notice of a contract award has been made by the Owner. At that time, all proposals will be open to the public, except for any material that may have previously been noted and deemed as proprietary or confidential.
- 1.7. **Termination** - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Owner and PSFA determine such action to be in the best interest of the District and the PSFA.
- 1.8 **Sufficient Appropriation** - Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the CMAR. Owner's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the CMAR as final.
- If the determination is made that there is insufficient funding to continue or finalize a project, the successful Offeror will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.
- 1.9 **Standard Contract** - The District and successful Offeror will use the PSFA Version 1.0 Agreement Between the Owner and the Construction Manager at Risk and the General Conditions of the Construction Manager at Risk Agreement.
- 1.10 **Offeror Qualifications** - The Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror determined to be a non-responsive Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
- 1.11 **Right to Waive Minor Irregularities** - The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Procurement Manager and the Selection Committee.

- 1.12 **Notice** - The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 1.13 **Release of Information** - Only the District is authorized to release information about the Project covered by this RFP. The Offerors must refer to the District any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
- 1.14 **Project Reporting** - In addition to the normal project meetings with the District, successful Offeror is required to work with the PSFA District Representative, the project architect, and the PSFA Regional Manager to ensure the project records are uploaded into the PSFA construction information management system. Training for use of this system will be provided by the PSFA training staff, and the PSFA District Representative and User Agency Representative as may be required.
- 1.15 **New Mexico Prevailing Wage Rates** – Wages to be paid as a result of a contract awarded for this project will be subject to the minimum wage rate determination by the State of New Mexico, and will be attached to the final contract documents. This determination will become part of the contract by reference and must be posted, per State of New Mexico Statutes, in a conspicuous place at the CMAR’s place of business or Project site. It is the CMAR’s responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto, including phasing of the Project such as site work and other work and the labor department rules for wage rates for phased projects. Failure by the District to physically make such project requirements available to the CMAR will not relieve the CMAR from noncompliance with the State of NM laws.
- 1.16. **Clarifications from Offerors** - The Procurement Manager, after review of the proposal and/or Interview may request clarifications on information submitted by any and all Offerors, as may be directed by the Selection Committee.

## **SECTION 00 0105 – INSTRUCTIONS TO OFFERORS FOR REQUEST FOR PROPOSAL FOR CMAR**

### **1.0 RESPONSE FORMAT AND ORGANIZATION**

#### **1.1 NUMBER OF RESPONSES**

Only one proposal package may be submitted by each Offeror/Team/individual entity for the Project, which is the subject of this RFP. The Proposal Package shall be clearly identified on the outside as to the name of the procurement, date and time proposals are to be received, the Offeror’s name, address, name of contact person and a phone number where the contract person may be reached.

The Offeror shall submit one (1) original, four (4) copies and one (1) electronic copy of the proposal via usb drive in the proposal package.

## **2.0 GENERAL RFP RESPONSE INSTRUCTIONS**

### **2.1 ACKNOWLEDGEMENT OF CONDITIONS AFFECTING THE WORK**

**By submitting a proposal, Offeror acknowledges the following:**

- a. That they will provide, for the duration of the project, the full complement of staff that was designated/assigned to this project in the written response to the Request for Qualifications.
- b. That they have taken steps reasonably necessary to ascertain the nature and location of the Work, and that they have investigated and are satisfied as to the general and local conditions which can affect the Work or the cost of the Work.
- c. That any drawings and specifications that are made a part of this Proposal are for “information purposes only” and shall not be used for construction.
- d. That adjoining areas of the Project site may be conducting normal operations during the execution of the Work, and that the Offeror shall take all the necessary steps to ensure that pedestrian and traffic congestion, limited parking, etc., is held to a minimum through careful organization and coordination with the affected operations.
- e. That their Proposal is based upon a schedule and assumptions which incorporate the conditions set forth above and in other Sections of the RFP as well as the PSFA Agreement Between Owner and Construction Manager at Risk and the General Conditions for the Construction Manager at Risk attached hereto and incorporated herein by reference.
- f. That the Owner assumes no responsibility for any conclusions or interpretations made by Offeror based upon the information made available by District. Should an Offeror find discrepancies or omissions in the RFP documents, or should Offeror be in doubt as to their meaning, Offeror shall at once notify the Owner. If appropriate, Owner will send written instructions to all Offerors by addenda. Questions received less than five (5) calendar days before the time proposals are due may not be answered. All addenda issued shall be incorporated into these contract documents.
- g. That the MACC, as defined in Paragraph 1.1.11 of the General Conditions for Construction Manager at Risk Agreement and based upon the project definition and scope defined by Section 00 23 00 of the Request for Proposal inclusive of the Program Statement, is adequate for this Project.

### **2.2 PROPOSAL FORM**

- a. Offerors are requested to submit two (2) proposal figures on the Proposal Form attached. The first figure shall be for the “Percent Fee” and the second figure shall be for the “Specified General Conditions Work”. The terms “Percent Fee”

and Specified General Conditions Work” are defined in the Agreement Between the Owner and the Construction Manager at Risk, the Summary Matrix of Cost Allocation, Section 00 50 00 of this RFP and the General Conditions for the Construction Manager at Risk Agreement that are attached to this RFP.

It is noted that the Owner shall provide Offerors with critical information to include the amount of liquidated damages, the duration of construction, the anticipated date of the Notice to Proceed, and the upper limit for Preconstruction Services.

- b. Offerors shall comply with the following instructions in preparing the Proposal Form:
- 1) State your Percent Fee as a percentage and multiply it by the estimate of the Cost of the Work stated in the Proposal Form to determine a single number for the dollar amount of the Percent Fee. The dollar amount of the Percent Fee will be added to the dollar amount for the Specified General Conditions Work to determine a final number, the Offeror’s Total Proposal.
  - 2) In completing the Proposal, the Offeror must enter a number for both the Percent Fee and the Specified General Conditions Work. No other entries, modifications, or qualifications shall be made to the Proposal Form. Failure to comply in full with these requirements shall be grounds for the Proposal to be declared non-responsive. The Owner reserves the right to reject any or all Proposals and to waive informalities or non-material irregularities in the Proposal received.
  - 3) The name, address, New Mexico State Contractor’s license number, Contractor’s Labor Enforcement Fund registration number and, Contractor’s New Mexico Gross Receipts Tax number shall be printed or typed in the spaces provided on the Proposal Form.
  - 4) Proposals must be submitted on the proposal forms and manually signed in ink. The person signing the proposal must initial each page. Only the amounts and information asked for on the Proposal Form furnished in the Request For Proposals will be considered. All blank spaces must be filled in with the information requested. Receipt of all addenda must be acknowledged by identifying the addendum number in the space provided in the Proposal Form.

### **2.3 PROPOSAL BOND**

Offeror shall furnish a proposal guarantee in the form of a firm commitment, such as a proposal bond or cashier’s check payable to the District, in the amount of at least five (5) percent of the MACC, \$33,000,000 to be forfeited if the Offeror cannot provide reasonable construction alternatives and design development information to the Owner and the Design Professional sufficient to maintain the MACC and provide the project defined by the Program Documents, Section 00 23 00 of this Request for Proposals.

### 3.0 SUBMISSION OF PROPOSAL

- 3.1 **Time:** Offers not received by the time and date indicated on the RFP will not be accepted for evaluation. District will time stamp and date, and make a copy of the front of the submittal with this information for the procurement file. The late offer shall then be handed back to the deliverer.
- 3.2 **Hand Carried:** Offers may be hand carried to **HMS Administration, 1515 E. Sanger, Hobbs NM 88240**. Business Office Jessica Alvarado
- 3.3 **Mailed:** Offers may be mailed to the attention of **Jessica Alvarado, HMS Administration, 1515 E. Sanger, Hobbs NM 88240**. The **Hobbs Municipal Schools** shall not be responsible for offers that are mailed and not received by the opening date and time specified in the solicitation. It is the Offeror's responsibility to ensure that the means, place and time of delivery requested (USPS, UPS, FedEx, etc.) are adhered to.
- 3.4 **Receipts:** Receipts for hand delivered offers shall be issued by **HMS Business Office** (upon request) for offers which are hand carried.
- 3.5 **Unacceptable Methods of Offer Delivery:** Neither telephone, telegraphic, nor facsimile offers shall be accepted.



**SECTION 00 0106**

Project No:  
Hobbs Municipal Schools

**PROPOSAL OF CONSTRUCTION MANAGER AT RISK FEE AND SPECIFIED  
GENERAL CONDITIONS**

**FOR**  
Hobbs Municipal Schools Career Technical Education Center

The Undersigned submits the following proposal.

**PROPOSAL**

Pursuant to and in compliance with the Request for Proposal, the undersigned certify, having carefully examined the Contract Documents and conditions affecting the Work, and being familiar with the site: proposes to furnish all labor, materials, equipment and services necessary to complete the work as follows:

NOTE: Applicable New Mexico Gross Receipts Tax (NMGRT) shall not be included in any amounts on this Proposal Form.

**1. CMAR Fee (Percentage of Total Estimated Cost of the Work):**

\_\_\_\_\_ % x \$ \_\_\_\_\_ (Note to Spec Writer: fill in with estimated  
Cost of the Work for the project (Cost of the Work) = \_\_\_\_\_  
\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

**2. Specified General Conditions:**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

**TOTAL PROPOSAL (Total of 1 and 2 above)**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

**3. If a joint proposal, provide the percentage of the Work to be completed by the nonresident contractor based on the dollar amount of the Total Proposal.**

**Percentage of Work By Nonresident Contractor:** \_\_\_\_\_

## **TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

The Undersigned hereby agrees, if awarded the Contract, to complete all of the Work in the Contract by the date specified in Article 5 of the Contract for Construction Manager at Risk, and also agrees to the amount specified for Liquidated Damages in that Article.

## **AGREEMENT AND RFP PROPOSAL BOND**

A proposal bond on the form provided in the amount of five percent (5 %) of the MACC is attached.

For the purposes of calculating the costs of payment and performance bonds and insurance, the Offeror shall assume a MACC as indicated on this form and in the Agreement Between the Owner and the Construction Manager at Risk and General Conditions of the Construction Manager at Risk Agreement that are a part of this Request For Proposal.

If Offeror is selected for award and a Preconstruction Fee is negotiated between Offeror and Owner, the Undersigned agrees to execute a contract on a PSFA Agreement between the Owner and Construction Manager at Risk form.

If a Guaranteed Maximum Price (GMP) is agreed between the Owner and the Construction Manager at Risk, the GMP will be established by GMP Amendment. The GMP shall equal the sum of the Preconstruction Fee the Negotiated Cost of the Work, the Percent Fee bid in this proposal times the Negotiated Cost of the Work and the Fixed Dollar Amount bid in this Proposal for Specified General Conditions Work. The Undersigned agrees to execute the GMP Amendment and to furnish bonds and insurance as required by the Contract Documents.

**ACKNOWLEDGEMENT OF AMENDMENTS TO THE RFP**

Acknowledge receipt of amendment(s) to the Contract Documents below.  
Failure to acknowledge an amendment may cause your Proposal to be deemed non-responsive.

Amendment No. 1 \_\_\_\_\_ Date \_\_\_\_\_

Amendment No. 2 \_\_\_\_\_ Date \_\_\_\_\_

Amendment No. 3 \_\_\_\_\_ Date \_\_\_\_\_

**OFFEROR:**

**NAME OF FIRM:** \_\_\_\_\_

**SIGNED BY** \_\_\_\_\_

**DATE**

**OFFICIAL CAPACITY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY AND STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**DATE** \_\_\_\_\_ **TELEPHONE** \_\_\_\_\_

**FAX** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

**SECTION 00 01 07**

**RFP PROPOSAL BOND**

**FOR**

**RFP #\_1920-06\_\_\_\_\_ for Construction Manager At Risk**

**PROJECT NAME:**

**Hobbs Municipal Schools Career Technical Education Center**

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**INSTRUCTIONS: This executed form must accompany your RFP submittal.**

**Failure to provide this executed form and a Proposal Bond per the terms and conditions described herein shall render your RFP submittal as non-responsive.**

The New Mexico Procurement Code, 13-1-124.4, Construction Manager at Risk delivery method authorized; multiphase selection procedure, Para. C(4), requires per 13-1-146 NMSA 1978 Requirement for bid security, that “bid security shall be required of bidders or *offerors* for construction contracts when the price is estimated by the procurement officer to exceed \$25,000, bid security in an amount equal to at least five percent 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, or otherwise supplied in a form satisfactory to the state agency or a local public body.”

If the Offeror/undersigned, per the three-step process, is short-listed to receive a Request for Proposal, the Offeror shall attach a Proposal Bond in the amount of 5% of the MACC as proposal security. And, if the Offeror/undersigned herein is awarded a PSFA CMAR Agreement for Construction Manager at Risk services, the Proposal Bond attached herein shall be in effect until the pre-construction services are satisfactorily completed per the contract, and the Guaranteed Maximum Price Amendment is executed. If the contracted Offeror does not satisfactorily complete the terms and conditions of the Pre-construction contract resulting in the execution of the Guaranteed Maximum Price Amendment, the Proposal Bond shall be forfeited, except that

if through no fault of the CMAR, the Owner chooses not to execute the Guaranteed Maximum Price Amendment.

The undersigned, as an authorized representative for the Company named below, acknowledges that the Offeror has examined this RFQ with its related documents and is familiar with all the conditions surrounding the Proposal Bond for CMAR projects per 13-1-124.1, Short title; NMSA 1978 of the NM Procurement Code. Offeror hereby agrees to furnish a Proposal Bond in the amount of 5% of the MACC for the referenced project that, if awarded a CMAR pre-construction contract, said Proposal Bond shall be in effect as good faith to perform the required work.

This acknowledgement and acceptance shall be signed and returned with the Proposal Bond as a part of your RFQ submittal.

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_  
(Printed Name & Title)

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_  
(Signature of Person authorized to sign for Firm)

**NOTARY**

**SEAL:**

**DATE:**

# **00 23 00 DISTRICT PROJECT PROGRAM STATEMENT**

**Name: Hobbs Career Technical Education Center Project**

**Owner: Hobbs Municipal Schools**

**Partners: To Include Public and Private Entities**

**Location: Hobbs, New Mexico**

## **CTE Programs Supported:**

- **Energy: Oil and Gas Field Services, Energy STEM Lab**
- **Heavy Vehicle (Diesel) Repair and Maintenance**
- **Construction: General/Carpentry, Electrical and HVACR**
- **Manufacturing / Machining**
- **Information Technology: Computer Maintenance and Repair, Networking, Programming and Gaming Design**
- **Culinary Arts Kitchen and Classroom**
- **Welding**
- **Architectural Design**
- **Automotive Repair and Maintenance**
- **Robotics STEM Lab**

**Building Capacity: 600 – 700 Students**

**Existing Conditions: New building to be located on a site south of the Hobbs High School Stadium parking lot where current IT building is located. Site is in a FEMA flood zone.**

**Project description: The new Hobbs CTE center will house a robust variety of technical programs to support the growing population of the existing High School. This facility will supplement students' core classes with hands on training and education that will prepare them for future education and careers. The first floor will house an administration portion at the entry on the north side of the facility. South of that will be mostly 2 story, open shops for architecture/ construction, energy manufacturing and transportation trades. Several of these spaces will extended up through the second floor to allow views from upper floors down into the shops. The second floor consists primarily of classrooms that support the shops down below. The third floor contains more classrooms, IT shops and classrooms, a culinary lab and roof deck café. Two innovation zone bridges connect the east and west programmatic bars. At grade these bars are disconnected to allow for fire truck access and deliveries of supplies for the shops. Overhead doors will provide access into the shop spaces from adjacent streets.**

**The site does sit in a FEMA flood plain and we will have to establish FFE around 7-8 feet about grade. Existing utilities surround the site and should be able to be tapped into.**