

LUNA COMMUNITY COLLEGE

INVITATION TO BID (ITB)

LUNA COMMUNITY COLLEGE



DEMOLITION OF BUILDING ON LCC CAMPUS

Release Date: 01-24-2025

Due Date: 02-07-2025 3:00 MST

ITB 2025-LCC-001

<https://www.luna.edu/ITB>

I. INTRODUCTION

A. PURPOSE OF THIS INVITATION TO BID

Luna Community College (hereinafter called "LCC") is seeking responses (hereinafter called "Proposal") for Demolition of Building on LCC Campus (hereinafter called "Demolition"). The purpose of the Invitation to Bid (ITB) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement for services in the demolition of an existing structure located at 366 Luna Dr., Las Vegas, NM 87701. The property is a single-story building of approximately 8,628 square feet. Asbestos abatement was completed by RESV LLC, dba ERMS (Environmental Remediation Management Services) in February 2017. All records are available for inspection upon request.

B. BACKGROUND INFORMATION

In 1967 an Act of the Legislature of the State of New Mexico authorized the establishment of a vocational training facility at Las Vegas, New Mexico. When LCC was founded in 1969, the new Board of Trustees honored Captain Maximiliano Luna by naming the school, Luna Area Vocational Technical School.

On December 18, 2000, the Board of Trustees approved the adoption of the current name, Luna Community College, to signify that the college was a comprehensive community college. LCC continues to offer a broad range of vocational, technical, and professional educational programs.

Luna Community College is insured by New Mexico Public Schools Insurance Authority. For more detailed information on the College's operations go to our website at www.luna.edu.

C. SCOPE OF PROCUREMENT

1. To provide Luna Community College with the Demolition of an existing building on the LCC Campus, including the removal of debris and grading of the ground on which it stood. The resulting contract will be a single award for the completion of the project.
2. In accordance with NMSA 12-1-129, Contractor is hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with Contractor. Contractual engagements accomplished under this provision shall be solely between Contractor and the contracting entity with no obligation by the Board of Trustees of Luna Community College.
3. The Contractor shall perform the work as outlined, attached and/or incorporated herein.
 - a. The project will consist of demolition and removal of all building material including concrete slab. Contractor will be responsible for hauling all material to an approved landfill. In addition, the Contractor will be responsible for the following:

- a) Project supervision
- b) Trash Removal to a properly permitted Construction and Demolition landfill.
- c) Obtaining any required permits. Demolition permit shall be obtained within ten
- d) (10) days after the retirement of all utilities.
- e) Provision of temporary fencing
- f) Furnishing of payment & performance bonds
- g) Rough grade area with onsite fill
- h) Disconnection and capping of sewer, water, and gas as required.
- i) The Contractor is responsible for contacting the appropriate utility provider to retire the necessary utilities prior to demolition.
- j) Contractor shall obtain any required permits to cap utilities and work shall be performed by an individual licensed to perform the work whenever applicable.

4. Cleanup shall follow immediately after and at the same rate as demolition. Cleanup shall not be delayed until entire project is finished. The Contractor shall clean all right-of-way and easement areas that were occupied by the Contractor in connection with the demolition. The Contractor shall not allow mud and debris from vehicle transporting demolition materials to litter any streets or highways. The Contractor shall clean-up any such mud or debris at its sole expense. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc., shall be removed and the area left in a neat and presentable condition.

- a) The Contractor is to provide extra care during performance of work by Contractor to ensure that no rock, base stone, string, stakes, or any other construction material is left in the water main or irrigation lines. At the end of each construction day, the ends of all such lines shall be sealed watertight and all points of entry are to be covered to prevent easy access. No rain, storm water, or ground water shall be allowed to enter the water main or irrigation systems.
- b) The College will vigorously enforce all requirements relating to clean-up of debris, dirt, mud, and demolition materials from the site and on streets, highways, and adjacent properties.

5. DISPOSAL/OWNERSHIP OF MATERIALS: Upon demolition and removal from the work site, all demolition and abatement materials shall become the property of the Contractor. The Contractor shall dispose of materials in accordance with all federal, state, and local laws, statutes, ordinances, rules and regulations. Any material disposed of in landfills, shall be disposed of at a landfill approved by the Luna Community College. All materials which are permitted at the approved landfill should be disposed of at the that approved landfill. Clean fill may be disposed of at other sites if approved in advance in writing by the Luna Community College.

6. FINAL INSPECTION OF PERMIT: Inspection by Construction Industries Division for final permit shall be requested by the Contractor within ten (10) days of completion of demolition. An inspection to finalize the demolition permit MUST be requested by Contractor upon completion of demolition and site cleanup.

7. INVESTIGATION OF CONDITIONS: Before submitting a bid, Bidders should carefully examine the specifications, visit the site of the work, and fully inform themselves as to all existing conditions and limitations including verification of measurements and quantities and shall include in the bid a sum to cover the cost of items of work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or item concerning which such Bidder might have fully informed himself prior to the bidding.

8. NOTICE TO PROCEED/PURCHASE ORDER/COMPLETION OF WORK:

- a) Within ten (10) business days after a Notice of Award is issued by the College, and before a notice to proceed/purchase order is issued, the Contractor must submit the following properly applicable executed documents to the College:
 - i. A copy of their New Mexico Business License
 - ii. Performance/Payment Bonds as required in this ITB.
 - iii. Certificate of Insurance, showing the Contractor has obtained the insurance coverage required in this ITB.
- b) The Contractor shall commence work upon a date to be specified by the College in the "Notice to Proceed." The Contractor shall apply for all necessary permits within the time frame as stated.
- c) The Contractor shall prosecute the work with faithfulness and energy and shall complete the entire work to final completion on or before the completion time stated or pay to the College the specified liquidated damages resulting from the failure to timely complete the work. The Contractor has the right to finish the work before the contract completion date. The College assumes no liability for any hindrances to the Contractor except delays caused by the Luna Community College which required the Contractor to be on the job beyond the contract completion date. Failure to obtain a final inspection within 45 days after the permit is issued may result in cancellation of the contract.
- d) Extensions of time will be granted when: (1) changes in the work occur that require additional time; (2) when the work is suspended; or (3) when the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were

beyond the control of the Contractor, subcontractors or suppliers, and which were not the result of their fault or negligence.

- e) Extensions of time for completion may also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in the Contract Documents) or neglect of the Luna Community College or its employees or by other Contractors employed by the College, or for any other cause which in the opinion of the College entitles the Contractor to an extension of time, including but not restricted to fires or floods not caused by the Contractor, unusually severe weather, or labor strikes. If the Contractor claims that any act of the College or other occurrence beyond the Contractor's control has hampered the Contractor's ability to complete the project by the date required by the Contract, the Contractor shall give written notice to the College within seven (7) days of the occurrence, or such claim shall be conclusively considered waived by the Contractor and no extension of time shall be granted based thereon.

D. PERFORMANCE BOND/LABOR AND MATERIALS PAYMENT BOND

For any bid submitted and awarded in excess of \$25,000 the following bonds or security shall be delivered to the Luna Community College and shall become binding on the parties upon the execution of the contract. If a contractor fails to deliver the required performance and payment bonds, the contractor's bid shall be rejected. Bonds shall be satisfactory to the Luna Community College, executed by a surety company authorized to do business in New Mexico.

- a) performance bond in an amount equal to one hundred percent of the bid price
- b) a payment bond in an amount equal to one hundred percent of the bid price, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

E. PROCUREMENT OFFICER

1. LCC has assigned a Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Justin Garcia, Procurement Director and CPO
 Address: Luna Community College
 366 Luna Drive
 Las Vegas, New Mexico 87701

Telephone: (505) 454-5393
 Email: jugarcia@luna.edu

2. All deliveries of responses must be addressed as follows.

Name: Justin Garcia, Procurement Director
 Reference ITB Name: Demolition of Building on LCC Campus

Address: Luna Community College
 366 Luna Drive
 Las Vegas, New Mexico 87701

Email: jugarcia@luna.edu

3. **Any inquiries or requests** regarding this procurement should be submitted electronically or by mail, to the Procurement Officer. Offerors may contact **ONLY** the Procurement Officer regarding this procurement. No other LCC person has the authority to respond on behalf of LCC. **Protests of the solicitation or award must be delivered by mail to the Procurement Officer who is the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Chief Procurement Officer” or **“CPO”** means LCC’s Chief Procurement Officer.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Contractor” means any business having a contract with a state agency or local public body.

“Contract Manager” means the individual selected by NNMC to monitor and manage all aspects of the contract resulting from this ITB.

“Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“Desirable” the terms “may,” “can,” “should,” “preferable,” or “prefers” identify a desirable or discretionary item or factor (as opposed to ‘mandatory’).

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“HED” means the Higher Education Department.

“Invitation to Bid (ITB)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“LCC” means Luna Community College

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Milestone” means a significant event in a project, usually the completion of a major deliverable.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Officer” means the person or designee authorized by LCC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Requirements” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

“Responsive Offer or Responsive Proposal” means an offer or proposal that conforms in all material respect to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Responsible Offeror” means an Offeror who submits a responsive proposal 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, or items of tangible personal property described in the proposal.

“**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The LCC reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“**Solicitations**” means Invitation to Bid (ITB) or Invitations to Bid (ITBs).

“**State (the State)**” means the State of New Mexico.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the ITB contains the schedule, description and conditions governing the procurement.

SEQUENCE OF EVENTS:

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue ITB	LCC	01-24-2025
2. Distribution List	LCC	01-24-2025
3. Deadline to submit Questions	Potential Offerors	01-22-2025
4. Response to Written Questions/Pre-Submission Meeting	Procurement Officer	01-24-2025
5. Submission of Proposal	Offerors	02-07-2025
6. Public Opening	Procurement Officer	02-07-2025 3:15pm
7. Finalize Contractual Agreement	LCC/Finalist	Pending
8. Contract Award	LCC/Finalist	Pending
9. Protest Deadline	Offerors	+15 days

A. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

Issuance of ITB

This ITB is being issued on behalf of Luna Community College on 01-24-2025

1. Deadline to Submit Written Questions/Pre-Bid Meeting for Site Review

Potential Offerors may submit written questions to the Procurement Officer as to the intent or clarity of this ITB until 5:00 PM 01-30-2025 Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Officer as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the ITB or other document which form the basis of the question. A Pre-Bid meeting to view the demolition site will be held on 1-30-2025 at 1:00 PM MST, meeting initially in the office of the Procurement Officer, attendance is not mandatory.

2. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. Questions and answers will be posted to: <http://luna.edu/ITB>

3. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN **3:00 PM MOUNTAIN STANDARD TIME ON 02-07-2025**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Officer at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Demolition of Building on LCC Campus**. Proposals submitted by electronic means after 3:00 PM will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to

this Invitation to Bid. Awarded in this context means the final required signatures on the contract(s) resulting from the procurement has been obtained.

4. Proposal Evaluation

An Evaluation Committee will perform the evaluation of Bids. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

5. Selection of Finalist

The Evaluation Committee will select and the Procurement Director will notify the finalist Offeror as per schedule Section II. A., Sequence of Events or as soon as possible.

6. Recommendation of Finalist

Finalist Offeror will be presented to the Board of Trustee as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offer may also be clarified and amended.

7. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this ITB will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of LCC. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, LCC reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

8. Contract Awards

If applicable as stated in the Scope of Work/Specifications, LCC reserves the right to make multiple awards of the items, projects and/or sections of this Invitation to Bid.

After review of the Evaluation Committee Report and the signed contractual agreement, the LCC Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the LCC.

The contract shall be awarded to the Offeror (or Offerors) whose Bid is the most advantageous to LCC, taking into consideration the evaluation factors set forth in this

ITB. The most advantageous Bid may or may not have the required qualifications. The award is subject to appropriate Department and State approval.

9. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Invitation to Bid, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this ITB. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Justin Garcia, Procurement Director
Luna Community College
366 Luna Drive
Las Vegas, New Mexico 87701

Protests received after the deadline will not be accepted.

B. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal Form Appendix A. Submission of a Bid constitutes acceptance of the Evaluation Factors contained in Section V of this ITB.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this ITB shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with LCC which may derive from this ITB. The LCC entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. 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 in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. 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 addressed to the Procurement Director and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this ITB, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Director will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This ITB in no manner obligates LCC to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This ITB may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the LCC.

11. Sufficient Appropriation

Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. LCC decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

LCC requires that all Offerors agree to be bound by the General Requirements contained in this ITB. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Director.

13. Governing Law

This ITB and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by LCC through the Procurement Director or in this ITB should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between LCC and a contractor will follow the format specified by the New Mexico State Audit Rule 2.2.2 defined as the Audit Contract.

16. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this ITB. The Evaluation Committee will reject the Bid of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

17. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation 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 Evaluation Committee.

18. Change in Contractor Representatives

LCC reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of LCC, adequately meeting the needs of the Agency.

19. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

20. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

21. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

22. Ownership of Proposals

All documents submitted in response to the ITB shall become property of LCC.

23. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this ITB shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the LCC.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring LCC's written permission.

24. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.3, Response to Written Questions).

25. Use of Electronic Versions of this ITB

This ITB is being made available by electronic means. In the event of conflict between a version of the ITB in the Offeror's possession and the version maintained by LCC, the Offeror acknowledges that the version maintained by LCC shall govern. Please refer to: <https://www.luna.edu/ITB>

26. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

27. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly indicate acceptance of Section V of this ITB; and**
 - c. Acknowledge receipt of any and all amendments to this ITB.
8. Be signed by the person identified in para 2 above.

28. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities

within a business entity or related entities.

- C. The Contractor shall provide immediate written notice to the Purchasing Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, Central Purchasing Officer may terminate the involved contract for cause. Still further the Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Central Purchasing Officer.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this ITB.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the submission. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Proposals** – One (1) ORIGINAL HARD COPY or electronic version of their Bid.

The original proposal must be received no later than the time and date indicated in Section II.B.6.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

1. Bid Content and Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Section 1:

- A. Signed Letter of Transmittal
- B. Bid Summary (Optional)
- C. Response to Contract Terms and Conditions
- D. Offeror's Additional Terms and Conditions (Optional)
- E. Response to Specifications **(except cost information which shall be included in Cost Proposal Section 2 only)**
 1. Organizational Experience
 2. Organizational References (Recommended, Appendix D)
 3. Mandatory Specifications
 4. Signed Campaign Contribution Form
 5. New Mexico Preferences (If applicable)
- F. Other Supporting Material (If applicable)

Section 2: Bid Form for Demolition Services:

Within each section of the Bid, Offerors should address the items in the order indicated above. All forms provided in this ITB must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses in Section 2 on the cost response form.

The proposal summary is included by potential Offerors to provide the Evaluation Committee with an overview of the Bid; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

1. Oral Presentation – strictly at the discretion of LCC

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

2. Mandatory Specification

Firm capability and capacity

On-site Supervisor

Timeline

Identification of anticipated potential demolition problems

Staff utilization

A. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX A. The form **must** be completed and must be signed by the person authorized to obligate the company

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to LCC at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

4. Wage Rate Determination

New Mexico Wage Rates & Workforce Solutions Registration: Pursuant to the Public Works Minimum Wage Act, Section 13-4-10 to 13-4-17 NMSA 1978, all work covered by this Invitation to Bid shall be in accordance with applicable state laws and, if the bid amount is sixty thousand dollars (\$60,000) or more, is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works Unit. Section 13-4-13.1 requires Contractors when their bid is over sixty thousand dollars (\$60,000) and subcontractors of all tiers when their portion of the work is over sixty thousand dollars (\$60,000), to be registered with the Labor Relations Division of the Department of Workforce Solutions. This registration is available under the "Contractor Registration" section at the following website: <http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

5. Cost

Offerors must complete the Bid Form in APPENDIX C. All charges listed on APPENDIX C are to be documented in the proposal.

6. Resident Business or Resident Veterans Preference (If Applicable)

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.

V. EVALUATION

A. EVALUATION SUMMARY

Table 1 provides a summary of bid proposals

Table 1: Evaluation Summary

Evaluation Factors	Pass/Fail
Mandatory Specifications	
1. Letter of Transmittal (Appendix A)	Pass/Fail
2. Surety Bond	Pass/Fail
3. Campaign Contribution Disclosure (Appendix B)	Pass/Fail
4. Wage Rate Determination	Pass/Fail
5. Cost	Lowest Cost
Determination of Pass/Fail and Lowest Cost	
6. New Mexico Preference - Resident Vendor per Section IV B.6	-5% of bid
7. New Mexico Preference – Resident Veterans per Section IV B.6	-5% of bid

B. EVALUATION FACTORS

Mandatory Specifications

1. **Letter of Transmittal (See Table 1)**
Pass/Fail only.
2. **Surety Bond (See Table 1)**
Pass/Fail only.
3. **Campaign Contribution Disclosure (See Table 1)**
Pass/Fail only.
4. **Wage Rate Determination (See Table 1)**
Pass/Fail only.
5. **Cost (See Table 1)**

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror’s Bid}} \times \text{Pass/Fail + Lowest Cost}$$

6. **New Mexico Preference – (Only one preference will be considered)**
New Mexico Resident Business Preference – 5% reduction of bid.
New Mexico Resident Veterans Business Preference – 5% reduction of bid.

APPENDIX A

LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

ITB#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ Check: On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

___ Check: I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this ITB.

___ Check: I acknowledge receipt of any and all amendments to this ITB.

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX B**CAMPAIGN CONTRIBUTION DISCLOSURE FORM****Campaign Contribution Disclosure Form**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend

contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C

**Luna Community College
Demolition of Existing Structure**

ITB# 2025-LCC-001

BID FORM

Due: 2-7-2025 3:00 PM MST

Item	Description	Bid Amounts
1.	Cost of Service	\$
2.	Sales Tax	\$
3.	Total Bid	\$

Contractor Name _____

Contractor CID Registration Number: _____

Contractor In-State Bidders Preference Number: _____

Please note any sub-contractor(s) Name, Address, Email Address, and Telephone number(s):

Authorized Bidder
Name:
Signature:
Date:

APPENDIX D

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

Luna Community College, as a part of the ITB process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: <Insert Procurement Director name/address/contact info>by <insert date>for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

ITB
Demolition of Building on LCC Campus
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to LCC, Justin Garcia via e-mail at:

Name: Justin Garcia, Procurement Director

Address: Luna Community College
 366 Luna Drive
 Las Vegas, New Mexico 87701

Telephone: (505) 454-5393
 Email: jugarcia@luna.edu

No later than **01-24-2025** and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Procurement Director listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:

2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with services provided by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS: