

**ISSUANCE OF INVITATION TO BID (ITB)
(00 1100)**

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM
INVITATION TO BID

BIDS FOR: CIP PROJECT #333 – NEW FIRE STATION #2
BID # '20/20/B

PRE-BID CONFERENCE: Tuesday, March 31, 2020
(Non-Mandatory) Project Site:
5750 Alameda Frontage Road
Santa Fe, New Mexico 87507

BID OPENING: Purchasing Division
(Non-Public) City of Santa Fe
(505) 955-5711

TIME: 2:00 P.M. Local Prevailing Time

DATE: Thursday, April 23, 2020

ELECTRONIC SUBMITTAL ONLY:
Purchasing Division
City of Santa Fe
Fran Dunaway: fdunaway@santafenm.gov
Jessica Chavez: jjchavez@santafenm.gov
Yodel Catanach: vocatanach@santafenm.gov

“The City of Santa Fe has previously issued RFQ ‘20/05/RFQ for the pre-qualification of General Contractors for this project. Only the following General Contractors are qualified to bid on the project:

Brycon Corporation
8400 Firestone Lane NE
Albuquerque, NM 87113

Enterprise Builders Corporation
PO Box 3987
Albuquerque, NM 87113

Franken Construction Co., Inc.
025 Douglas Ave.
Las Vegas, NM 87109

Jaynes Corporation
2906 Broadway Blvd. NE
Albuquerque, NM 87107

The Bid Opening will not be open to the public due to COVID-19 restrictions. Electronic Bids will be received until the above time then promptly opened by the Purchasing Division. Upon the review of all timely bids, the bids received and bid abstracts will be immediately posted to the City of Santa Fe website www.santafenm.gov for public review. BIDS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE OPENED.

Bidding Documents will post on the City of Santa Fe web site www.santafenm.gov and also may be obtained by contacting Anson Rane, Facilities Development Division, arane@santafenm.gov, (505) 795-2639.

The bidder’s attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful bidder will be required to conform to the Equal Opportunity Employment regulations.

Bids may be held for ninety (90) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Jessica Chavez, City of Santa Fe, Purchasing Office, 200 Lincoln Avenue Room 122 Santa Fe, New Mexico 87501, (505) 955-6532.

ATTEST:

 03/19/2020
Fran Dupaway, CPO

Received by the Santa Fe New Mexican on: March 19, 2020
To be published on: March 24, 2020

Received by the Albuquerque Journal on: March 19, 2020
To be published on: March 24, 2020

BIDDING DOCUMENTS MAY BE REVIEWED AND/OR OBTAINED AT THE FOLLOWING LOCATIONS:

- City of Santa Fe web site www.santafenm.gov
- City of Santa Fe Facilities Development Division. Contact: Anson Rane, aerane@santafenm.gov, (505) 795-2639.
- Atkin, Olshin, Schade Architects (AOS). Contact: Simon de Aguero, sdeaguero@aosarchitects.com, (505) 982-2133.
- Builders News: (505) 884-1752, 3435 Princeton NE, Albuquerque, NM 87107, www.buildersplanroom.com
- Construction Reporter: (505) 243-9793, 4901 McLeod Road NE, Albuquerque, NM 87109, www.constructionreporter.com
- Dodge Reports: www.construction.com
- CMD (formerly Reed Construction Data): www.cmdgroup.com

Bids for the project will be presented in the form of a base bid plus alternates if any. Award will be made to the bidder providing the lowest total base bid. Bidder shall Bid all items included in the Bid Set Construction Documents. Bidder shall include in the signed documents their license and MM-98 classification. Pursuant to NMAC 14.6.6, a validly licensed person may bid and contract as the prime contractor of a project only if the major portion of the work, based on dollar amount, is authorized by the classification of the prime contractor's license. Any work outside the scope of the prime contractor's license classification(s) must be subcontracted. This provision is subject to the exception set forth in Subsection A of 14.6.6.9 NMAC. Contract award will be made to the responsible Bidder submitting the low Base Bid. However the Owner may award the contract to the responsible Bidder submitting the low combined Bid (Base Bid plus Additive Alternate and applicable Gross Receipts Taxes), within the amount of funds available, if applicable.

Bid security, made payable to the City of Santa Fe, the "Owner" in the amount of 5% of the proposal sum shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by certified check. The Bidders security shall be retained by the Owner until the Contract is signed; the other Bidder's security shall be returned as soon as practicable. Failure or refusal by the successful Bidder to enter into Contract with the Owner will constitute Liquidated Damages in favor of the Owner. The bid shall also include a signed "Non-Collusion Affidavit of Prime Bidder", signed "Certificate of Non-Segregated Facilities", a signed "Certificate of Bidder Regarding Equal Employment Opportunity", a Subcontractor's Listing and; if applicable, a Local Preference Application. The project is subject to the New Mexico Department of Workforce Solutions, Minimum Wage Rates for the State of New Mexico. Such wage rates are bound into the Contract Documents. The successful Bidder shall, upon notice of award of contract, secure from each of the Bidder's Subcontractors a signed "Non-Collusion Affidavit of Subcontractors".

The Bidding Documents contain a time for completion of the work by the successful Bidder, and further imposes liquidated damages for failure to comply with that time.

The Owner reserves the right to reject any and all Bids, to waive technicalities, and to accept the Bid it deems as most advantageous to the interest of the City of Santa Fe.

The contractor shall be required comply with 2015 NEW MEXICO COMMERCIAL BUILDING CODE, NMAC, the 2015 INTERNATIONAL BUILDING CODE (IBC) and all other applicable governing regulations and standards. The contractor shall be responsible for securing all required permits and providing for associated fees. For reference please see: www.rld.state.nm.us/construction General Building - Forms & Applications.

The work designated as CIP PROJECT #333, NEW FIRE STATION #2 includes the following scope of work:

The project scope of work includes, but is not limited to, the comprehensive construction of an approximately 14,000 gross interior square foot fire station (with approximately 2,100 square feet of exterior portales) located at 5750 Alameda Frontage Road in Santa Fe, New Mexico (near the intersection of Hwy. 599 & S. Meadows Road) and consisting of a three bay drive-through apparatus room and auxiliary functions, multi-function tower for training and a public safety radio

system, living quarters, bunker and locker rooms, laundries, bathrooms, kitchen, dining room, dayroom, fitness room, study and exterior portals.

The project includes construction of utilities infrastructure *INCLUDING* construction and/or coordination of construction of source extensions to the virgin project site (water, sewer, power, natural gas, telecom), earthwork, access road extension and driveways, parking lots, vehicle pads and hardscaping, curb and gutter, sidewalks and walkways, exterior lighting, perimeter fencing and yard walls, automated gates, all utilities, irrigation system, landscaping, furnishings and building infrastructure required for ITT systems, Public Safety Radio system and Pager system infrastructure, but excluding installation of Tel/Data equipment, wiring and outlets, Public Safety radio system, ITT Point-to-Point equipment and Radio Pager system.

The principal building materials and systems are anticipated as follows:

- Asphalt roads and driveways with concrete curb & gutter
- Reinforced concrete and concrete open grid paver exterior flatwork,
- ICF/cast reinforced concrete and CMU exterior and partial interior walls high performance envelope
- Exposed integrally colored and gray concrete slab floors (with carpet and sheet goods flooring in select locations)
- Steel, glulam and wooden structural frame
- Wooden interior frame with drywall and low/no VOC paint or tile finish
- Three coat cementitious stucco with synthetic color coat exterior finish
- Sloped standing seam metal and mechanically fastened poly membrane roof systems
- Aluminum and metal clad wood windows and exterior doors
- Hollow metal and solid core wood interior doors
- Metal lockers, stainless steel and synthetic stone countertops with melamine type casework
- HVAC package unit forced air system with enhanced indoor air quality
- Gas hot water boilers, low flow plumbing fixtures, fire suppression sprinkler system
- Infrastructure for grid-tie PV
- High efficiency LED lighting and tube skylights
- Comprehensive furnishings and equipment package
- Drought tolerant landscaping with passive storm water aided irrigation and possible greywater reuse
- Code required landscaping with temporary domestic water automated irrigation system

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Contractor shall be responsible for removal and securing of any existing infrastructure elements, equipment, signage, fencing, etc. necessary to provide for the new work in accordance with the contract documents and to re-install these items in proper working condition.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

LIST OF PREQUALIFIED GENERAL CONTRACTORS (00 1153)

The City of Santa Fe previously issued RFQ '20/05/RFQ for the pre-qualification of General Contractors for this project. The result of the pre-qualification process established that only the following General Contractors are qualified to bid on the project:

Brycon Corporation
8400 Firestone Lane NE
Albuquerque, NM 87113

Enterprise Builders Corporation
PO Box 3987
Albuquerque, NM 87113

Franken Construction Co., Inc.
025 Douglas Ave.
Las Vegas, NM 87109

Jaynes Corporation
2906 Broadway Blvd. NE
Albuquerque, NM 87107

BID SCHEDULE (00 1154)

- | | | |
|----|--|---|
| 1) | ISSUANCE OF INVITATION TO BID: | Tuesday, March 24, 2020 |
| 2) | ISSUANCE OF BID PACKET: | Tuesday, March 24, 2020 |
| 3) | PRE-BID CONFERENCE:
<u>NON-MANDATORY</u> | Tuesday, March 31, 2020
2:00 p.m. local prevailing time
Project Site:
5750 Alameda Frontage Road
Santa Fe, New Mexico 87507 |
| 4) | DEADLINE FOR PRE-BID RFI: | Monday, April 13, 2020 |
| 4) | <u>ELECTRONIC</u> BID SUBMITTAL DEADLINE: | Thursday, April 23, 2020
2:00 p.m. local prevailing time |
| 5) | OPENING OF BIDS RECEIVED:
<u>(NON-PUBLIC)</u> | Thursday, April 23, 2020
2:00 p.m. local prevailing time.
Purchasing Division
City of Santa Fe |
| 6) | RECOMMENDATION OF AWARD: | |
| | FINANCE COMMITTEE: | May 4, 2020 |
| | PUBLIC WORKS/CIP AND LAND USE COMMITTEE: | May 11, 2020 |
| | CITY COUNCIL: | May 13, 2020 |

DATES OF CONSIDERATION BY COMMITTEES AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE NOTE THAT THE CONTRACTOR BEING RECOMMENDED FOR SELECTION MAY ATTEND, BUT WILL NOT BE REQUIRED TO ATTEND COMMITTEE OR CITY COUNCIL MEETINGS.

INSTRUCTIONS TO BIDDERS (00 2100)

1.0 DEFINITIONS AND TERMS

- 1.1 Terms used in these Bidding Documents which are defined in the Conditions of the Contract for Construction (General, Supplementary, and other conditions) have the meanings assigned to them in those Conditions.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 2.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) visit the site to become familiar with conditions that may in any manner affect cost, progress, or performance of the work, (c) become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the work, and (d) study and carefully correlate the Bidder's observations with the Bidding Documents.
- 2.2 On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a responsive Bid.
- 2.3 The lands upon which the work is to be performed rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bidding Documents.
- 2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

3.0 BIDDING DOCUMENTS

3.1 COPIES OF BIDDING DOCUMENTS

- 3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained as indicated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within fifteen (15) calendar days after opening of Bids.
- 3.1.2 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The Owner, in providing for copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

3.2 INTERPRETATIONS

- 3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the Purchasing Officer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Owner as having received the Bidding Documents. Questions and requests for interpretation received less than ten (10) calendar days prior to the Bid opening date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute ("of equal" or "or equal") items. Whenever it is indicated in the Drawings or Specifications that substitute ("of equal" or "or equal") items of material or equipment may be furnished or used by the Contractor if acceptable to the Owner, application of such acceptance will not be considered by the Owner until after the "effective date of the Contract." The procedure for submittal of any such application by the Contractor and consideration by the Owner is set forth in the Contract Documents.

3.4 ADDENDA

- 3.4.1 No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make assessment for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.** Every request for such interpretations shall be in submitted by email to each of the following:
Anson Rane, Facilities Development Division, aerane@santafenm.gov
Fran Dunaway, Chief Procurement Officer, fadunaway@santafenm.gov
Jessica Chavez, Assistant Procurement Officer, jjchavez@santafenm.gov

To be given consideration requests must be received at least ten (10) days prior to the date fixed for the opening of the bids.

- 3.4.2 Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered electronically to all prospective bidders not later than three (3) days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under a bid as submitted. All addenda so issued shall become part of the contract documents.
- 3.4.3 The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4.0 BIDDING PROCEDURES

- 4.01 The person or persons opening the bids will adhere to the following procedure:
- 4.02 Bid – Name the Bidder and the Number of Bidder’s New Mexico Contractor’s License with a check for proper signatures.
- 4.03 Bid Bond only for the highest option bid.
- 4.04 Non-Collusion Affidavit of Prime Bidder.
- 4.05 Submittal, acknowledgement of Addenda, if any.
- 4.06 Properly executed Bid Form.
- 4.07 Equal Employment Opportunity
- 4.08 Certification of Non-segregated Facilities.
- 4.09 The City shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required licensure and registrations.

If any of the other requirements have not been met, the bid shall be disqualified and considered a non-responsive bid. Any disqualified bids will not be read.

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.
- 4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- 4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.
- 4.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.
- 4.1.5 All requested Additive or Deductive Alternate Bids shall be Bid. If no change in the Base Bid is required, enter “No Change.”
- 4.1.6 Where there are two or more major items of work (identified as “Bid Lots”) for which separate quotations are requested, the Bidder may, at their discretion, submit quotations for any or all items, unless otherwise specified. Additionally, the Bidder may submit a lump sum price for all lots for which the Bidder has submitted separate quotations.
- 4.1.7 Each copy of the Bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current Contractor’s license number and type, and the current Contractor’s preference number. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent’s authority to bind the Bidder.
- 4.1.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 4.1.9 The address, to which communications regarding the Bid are to be directed, must be shown.

4.2 BID SECURITY

- 4.2.1 Bid security only for the highest option bid in an amount equal to at least 5% of the amount of the Bid shall be a bond provided by a Surety company authorized to do business in this State, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Owner. All Bonds shall be executed by such sureties as are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.
- 4.2.2 The Bid security shall be in the amount of five percent (5%) of the highest Bid amount submitted, unless otherwise stipulated, pledging that the Bidder will enter into a Contract with the Owner in the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- 4.2.3 The Owner will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- 4.2.4 When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.
- 4.2.5 If a Bidder is permitted to withdraw a Bid before award, no action shall take place against the Bidder or the Bid Security.

4.3 PRE-BID CONFERENCE

- 4.3.1 The Owner of Record shall conduct a Pre-Bid Conference approximately fourteen (14) calendar days prior to the Bid opening date stated in the Invitation for Bid.
- 4.3.2 The Owner of Record and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding substitutions and/or request clarification of the Bidding Documents. The failure of a Bidder, Subcontractor, or Vendor to attend shall be interpreted to mean that the Bid Documents are clear and acceptable to all non participants at the Pre-Bid Conference. Such clarity and acceptability shall be presumed with respect to all Bidders.
- 4.3.3 Questions and requests for clarification are to be presented in written form and emailed to each of the following:

Anson Rane, Facilities Development Division, arane@santafenm.gov
Fran Dunaway, Chief Procurement Officer, fdunaway@santafenm.gov
Jessica Chavez, Assistant Procurement Officer, jjchavez@santafenm.gov

Responses will be written and issued electronically as Addenda. No verbal response shall be binding.

4.4 RESIDENT PREFERENCE & LOCAL PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Services Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive, Room 1004 Santa Fe, NM 87505, 827-0472).

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A) (1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive State "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the contracting enterprise must be physically located within the City Limits of Santa Fe. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR applied to bids from Local City resident business Contractors shall be .97 (3% lower than the bid actually submitted) and shall be .94 (6% lower than the bid actually submitted) for City resident businesses Contractors who include all City resident business Sub-Contractors in their bid. A preference factor of .97 (3% lower than the bid actually submitted) shall be applied to the bids from Non-City resident business Contractors who include all City resident business Sub-Contractors in their bid.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local City resident business Contractors
- (2) State resident business Contractors

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for State resident business Contractor preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local City business Contractor preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. Pursuant to this section, no offeror shall receive more than a 5% State resident preference as applicable, and then no more than 3% Non-City resident, City Subcontractor preference or no more than 6% City resident preference on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

New Mexico Resident Preference Number (if applicable) L0903855408

4.5 SUBCONTRACTORS

4.5.1 The threshold amount for this project is \$5,000.00. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (13-4-31 through 13-4-43 NMSA 1978) shall apply.

The Bidder shall list on the Subcontractor Listing Form attached to the Bidding Document, all proposed Subcontractors or material suppliers for all trades or items. If the Bidder is awarded the contract, the listed Subcontractors and suppliers shall perform their trade scope of services as indicated unless a request for a change or substitution is approved by the Owner for any reason as outlined herein. If the work is self-performed, the Prime Contractor shall list themselves on the form.

4.5.2 The Owner shall consider any request for a change in the listed Subcontractors if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the Owner and the Bidder by using a different Subcontractor or self-performing said work. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the Owner's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material supplier and/or any other confirmation satisfactory to the Owner.

4.5.3 The Bidder shall not be listed as the supplier or as the Subcontractor for any trade unless having previously performed work of this type, or upon providing proof, to the Owner's satisfaction, that the work can be adequately performed by the Prime Contractor.

4.5.4 Omission or non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.

4.5.5 Prior to the award of the Contract, the Owner will notify the Bidder in writing if, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list and refuses, in writing, to accept such person or organization. The Bidder may then optionally, (1) withdraw the Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.

4.5.6 The successful Bidder shall, within ten (10) calendar days of notification of selection for the award of Contract for the work, submit the following information to the Owner:

(A) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work; and

(B) A list signed by all Subcontractors proposed for the principal portions of the work in accordance with the Subcontractors Listing Form submitted with the Bid.

4.5.7 The successful Bidder will be required to establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

4.5.8 Persons and organizations proposed by the Bidder and to whom the Owner has made no reasonable objection under the provisions of Paragraph 4.5.7 shall perform the work as indicated on the Subcontractor Listing Form and shall not be changed except with the written consent of the Owner.

4.5.9 No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom the Bidder has reasonable objection.

4.6 SUBMISSION OF BIDS

4.6.1 Emailed bids shall be submitted by the time indicated in the Invitation to Bid and shall be submitted with the following in the email subject line: Invitation for Bid# (BID# '20/20/B), date and time of bid opening, the name of the Bidder and their New Mexico License number and shall be accompanied by attachments for the Bid Security, Subcontractors Listing, and other required documents listed in the Bid Documents.

4.6.2 The email shall be addressed to each of the following email addresses:

fadunaway@santafenm.gov

jjchavez@santafenm.gov

yocatanach@santafenm.gov

ATTN: Fran Dunaway, Chief Procurement Officer

The following information shall be provided in the subject line of the email: Invitation for Bid# (BID# '20/20/B), date and time of bid opening, the name of the Bidder and their New Mexico License number.

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

4.6.4 The Bidder shall assume full responsibility for timely electronic delivery of Bids to the City's Purchasing Division.

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

4.7 CORRECTION OR WITHDRAWAL OF BIDS

4.7.1 A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering electronic written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.

4.7.2 Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted in conformance with Section 4.2.

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

4.7.4 After Bid Opening, no modifications in Bid Prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes said Bid non-responsive may be permitted to withdraw the Bid if:

(A) The mistake is clearly evident on the face of the Bid document; or

(B) The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

4.8 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

4.8.1.1 By submitting a Bid, the Bidder represents familiarity with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).

(A) Definitions - Sections 1.0 to 1.17;

(B) Bribes, Gratuities, and Kickbacks - Section 4.0;

(C) Contract Bond Requirements - Section 4.2;

(D) Equal Employment Opportunity - Labor Standards Provisions and other listed within the Contract Documents.

4.9 REJECTION OR CANCELLATION OF BIDS

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

4.10 PROTESTS

4.10.1 Any Bidder, Offeror, or Contractor who is aggrieved in connection with this procurement (Bid) may protest to the City Purchasing Agent and the Owner in accordance with the requirements. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but in no case more than within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

4.10.2 The complete procedures and requirements regarding protest are available from the Purchasing Office upon request.

4.11 COMPETITIVE SEALED BIDS

4.11.1 Contracts solicited by competitive sealed Bids shall require that the base Bid amount exclude the applicable state gross

receipts taxes or applicable local option taxes, but that the contracting agency shall be required to pay the applicable taxes including any increase in the applicable tax which becomes effective after the date the Contract is entered into. The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

5.0 CONSIDERATION OF BIDS

5.1 RECEIPT, OPENING, AND RECORDING

5.1.1.1 **The Bid Opening will not be open to the public due to COVID-19 restrictions.** Electronic Bids will be received until the time indicated by the Invitation to Bid and then promptly opened by the Purchasing Division. Immediately upon the review of all timely bids received, a copy of the bids received and an abstract of the amounts of the Base Bids and Alternates or Bid items, if any, will be posted to the City of Santa Fe website www.santafenm.gov for public information and inspection. The Owner shall have the right to waive any informalities or irregularities in any Bid or Bids received and to accept the Bid or Bids which are in the Owner's best interest.

5.2 BID EVALUATION AND AWARD

5.2.1 It is the intent of the Owner to award a Contract to the responsible Bidder submitting the lowest option base bid provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available and is in the best interest of the City. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

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

5.2.3 Acceptance of Alternates: Owner reserves the right to accept any alternate in any order.

5.3 NOTICE OF AWARD

A written Notice of Award shall be issued by the Owner after review and approval of the Bid and related documents by the City of Santa Fe Governing Body.

5.4 IDENTICAL BIDS

5.4.1 When two or more of the Bids submitted are identical in price and are the low Bid, the City Purchasing Agent or the Owner may:

(A) Award pursuant to the identical low bid provisions of the City Purchasing Manual;

(B) Award to a resident local business if the identical low Bids are submitted by a resident or local business and a non-resident business;

(C) Award to resident or local manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident business;

(D) Award by lottery to one of the identical low Bidders; or

(E) Reject all Bids and re-solicit Bids or proposals for the required services, construction, or items of tangible personal property.

5.5 CANCELLATION OF AWARD

5.5.1 When in the best interest of the public, the Owner may cancel the award of any Contract at any time before the execution of said contracts by all parties without any liability against the Owner.

6.0 POST-BID INFORMATION

6.1 RETURN OF BID SECURITY

All Bid security in the form of checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid security of the unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained Bid security of the successful Bidder, if in the form of a check, will be returned after a satisfactory Contract bond has been furnished and the Contract has been executed. Bid securities in the form of Bid bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the City Purchasing Agent

after the Notice of Award is sent by the Owner.

6.2 NOTICE TO PROCEED

The Owner will issue a written Notice to Proceed to the Contractor stipulating the Contract Time start date Substantial Completion date (Contract Time finish date), subject to valid modifications of the Contract authorized by Change Order.

6.3 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised and constructed under Contract or otherwise, as the Owner may decide.

6.4 CONTRACTOR'S QUALIFICATION STATEMENT (Not Used)

6.5 CONTRACT BONDS REQUIREMENTS

6.5.1 The successful Bidder, where the Contract price exceeds twenty five thousand dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Bond forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the Owner.

6.6 INSURANCE REQUIREMENTS

6.6.1 The selected Bidder shall purchase and maintain, with a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.

6.6.2 The insurance shall be in limits not less than those stated in the enclosed Agreement Forms. The insurance limits may be greater if required by law.

6.6.3 The insurance coverage shall include workers' compensation, employers liability, comprehensive general liability (Premises Operations, independent contractual liability, explosion and collapse hazard, underground hazard, personal injury), Comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk. For more specific insurance requirements refer to the enclosed Agreement Forms.

6.6.4 All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after project Substantial Completion.

6.6.5 A valid certificate of insurance must be submitted to the Owner prior to routing the final Agreement Between Owner and Contractor for City approval.

7.0 MINIMUM WAGE RATES

7.1 Pursuant to the requirements of any Contract entered into in excess of sixty thousand dollars (\$60,000) for construction, alteration, demolition, or repair, or any combination of these, including painting and decorating of public buildings or public works, is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project.

7.2 The Bidder shall ensure that, in submitting on a Bid, the minimum wage rate determination, include herein, has been utilized in preparation of the Bid.

7.3 A summary of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

8.0 OTHER INSTRUCTIONS TO BIDDERS

8.1 The Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the bidding documents. Before submitting a Bid, each Bidder shall, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine a Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

8.2 It shall be the responsibility of the successful Bidder to secure from the New Mexico Regulations & Licensing Department,

Construction Industries Division (CID) such permits or licenses required to carry out the construction.

9.0 NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS CONTRACTOR AND SUBCONTRACTOR REGISTRATION

- 9.1 A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions. The registration number shall be provided in the bid submitted for the contractor in the space provided and for subcontractors with work proposed over \$60,000 on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors with work proposed over sixty thousand dollars (\$60,000). It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.

**BID FORMS
(00 4100)**

BID FORM - STIPULATED SUM (Single-Prime Contract) (00 4113)

Invitation No: RFB '20/20/B

Project: CIP PROJECT #333, NEW FIRE STATION #2:

Date: March 24, 2020

This Bid is submitted **electronically** to:

PURCHASING DIVISION
CITY OF SANTA FE
fadunaway@santafenm.gov
jjchavez@santafenm.gov
yocatanach@santafenm.gov
ATTN: Fran Dunaway, Chief Procurement Officer

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for *60 days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. <u> 1 </u>	Date <u>03/30/20</u>	No. <u> 2 </u>	Date <u>04/22/20</u>
No. <u> 3 </u>	Date <u>05/01/20</u>	No. <u> 4 </u>	Date <u>05/04/20</u>
No. <u> </u>	Date <u> </u>	No. <u> </u>	Date <u> </u>
No. <u> </u>	Date <u> </u>	No. <u> </u>	Date <u> </u>
 - B. The Bidder has become familiar with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
 - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
 - E. The Bidder has given the Owner's Representative written notice of all conflicts, errors, or discrepancies that have been discovered in the Bidding Documents, and the written resolution thereof by the Owner's Representative is acceptable to the Bidder.
 - F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

- G. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total option, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is in the best interest of the City.

The Scope of Work together with all related work required for comprehensive, fully functioning, warranted systems and finishing includes but is not limited to the Work listed in the SCOPE OF BIDS.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

The Bidder will complete the work for the following price(s):

Base Bid - Roadway Infrastructure including sidewalks:

One hundred thirty thousand (\$ 130,000.00)
(use words)

Base Bid - Water Supply Infrastructure:

One hundred five thousand (\$ 105,000.00)
(use words)

Base Bid - Sewer Infrastructure:

One hundred two thousand (\$ 102,000.00)

Base Bid - Building, Site Work, Site Utilities, Irrigation and Landscaping, Furnishings and all other Work and required coordination listed in the Scope of Bids and Construction Documents:

Seven million four hundred thirty thousand
(\$ 7,430,000)

Allowance 1: Furnishings Package:

One Hundred Twenty-Five Thousand Dollars and no/100 (\$125,000.00), exclusive of Gross Receipts Tax, shall be included in the Base Bid.

Allowance 2: Site Utilities (Power and Gas to Building Site):

Three Hundred Seventy-Five Thousand Dollars and no/100 (\$375,000.00), exclusive of Gross Receipts Tax, shall be included in the Base Bid.

Allowance 3: Low Voltage Systems:

One Hundred Fifty Thousand Dollars and no/100 (\$150,000.00), exclusive of Gross Receipts Tax, shall be included in the Base Bid.

Allowance 4: Construction Contingency Reserve:

Three Hundred Thousand Dollars and no/100 (\$300,000.00), exclusive of Gross Receipts Tax, shall be included in the Base Bid.

Base Bid (inclusive of all above Base Bid categories) Plus Allowances

Seven million Seven Hundred Sixty seven thousand (\$ 7,767,000)^{.00}
(use words)

**Gross Receipts Tax
(8.1875%)**

_____ (\$ 635,923)^{.13}
(use words)

Total Base Bid Plus Tax

_____ (\$ 8,402,923)^{.13}
(use words)

Alternate #1: Roof Structure Change of System

Sixty seven thousand (\$ 67,000.-)
(use words) Inclusive of Gross Receipt Tax

Alternate #2: Roof Top Mechanical Screen Assemblies

Fifty three thousand (\$ 53,000.-)
(use words) Inclusive of Gross Receipt Tax

Alternate #3: Colored Floor Coatings in Apparatus Bays

Sixty seven thousand (\$ 67,000.-)
(use words) Inclusive of Gross Receipt Tax

Alternate #4: Ceiling Fans

Thirty one thousand (\$ 31,000.-)
(use words) Inclusive of Gross Receipt Tax

4. The Bidder agrees that:

- A. The work to be performed under the Contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that completion of the Base Bid shall be achieved not later than **four hundred (400) calendar days** after the date of written "Notice to Proceed", except as hereafter extended by valid written "Change Order" by the Owner.
- B. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the Owner the amount of Two Hundred Fifty Dollars (\$250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.

- C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
 - D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
5. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal (as required) is a condition of a responsible and responsive Bid:
- A. Bid Bond (only for the highest bid option) **(AIA Document A310 must accompany the Bid.)**
 - B. Agent's Affidavit **(This form must accompany Bid Bond.)**
 - C. Bid Security Review Form. **(This form must accompany the Bid Bond.)**
 - D. Subcontractor Listing Form **(This form must accompany the Bid.)**
 - E. Non-Collusion Affidavit of Prime Bidder **(This form must accompany the Bid.)**
 - F. Non-Collusion Affidavit of Subcontractor (This form must submitted upon Award of Contract.)
 - G. Campaign Contribution Disclosure Form **(This form must accompany the Bid.)**
 - H. Certificate of Non-Segregated Facilities **(This form must accompany the Bid.)**
 - I. Local Preference Application **(This form must accompany the Bid as applicable.)**
 - J. State Purchasing Certification **(This certification must accompany the Bid as applicable.)**
 - K. Certificate of Bidder Regarding Equal Employment Opportunity **(This form must accompany the Bid.)**
 - L. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
 - M. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
 - N. Weekly Payroll Form (This form must be provided during Construction.)
 - O. Payroll Statement of Compliance (This form must be provided during Construction.)
 - P. Certificate of current registration with the NMDWS **(This form must accompany the Bid.)**
 - Q. Certificate of City of Santa Fe Business Registration **(This form must accompany the Bid.)**
 - R. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID **(This form must accompany the Bid.)**
 - S. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
 - T. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
 - U. Project-specific Certificate of General Liability Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
 - V. Project-specific Workers' Compensation Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)

If any of the above documents, listed as required to accompany the Bid, are not included, current and completed in good order, the Bid shall not be read.

- 6. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

- 7. If the Bidder is:

- A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

(General Partner)

Business Address:

Telephone: _____

(SEAL)

C. A CORPORATION

Franken Construction Company Inc.

By: _____
(Corporation Name)

New Mexico

(State of Incorporation)

By: James H Franken _____
(Name of person authorized to sign)

President

(Title)

If a New Mexico Corporation: 3160751 _____
Certificate of Incorporation No.

If a Foreign Corporation: _____
Certificate of Authority No.

Attest: _____
(Secretary)

Business address: 1025 Douglas Avenue Las Vegas, NM 87701 _____

Telephone: (505) 425-7578 _____

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

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

Bidder must fill in the following: (If none, write none)

NM License No.: 7750 Classification: GB98, GA01, GA98, GA03, GF02, GA02, GA04, GA05

NM Taxation and Revenue CRS No.: 01-079615-000

City of Santa Fe Business Registration No.: 222784

NM Resident Preference Number (if applicable): L0903855408

One Original and one copy of the Bid Submittal is required

SUBCONTRACTOR LISTING FORM (00 4518)

Note: A subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a City project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions.

Trade: <i>Rest Work</i>	Name of Subcontractor: <i>CGI, INC.</i>	
Address: <i>ABQ</i>		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
	<i>27988</i>	<i>002325120110921</i>
Signature of Subcontractor (to be obtained after award of contract):		

Trade: <i>PAVING</i>	Name of Subcontractor: <i>CGI, INC.</i>	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
	<i>27988</i>	<i>002325120110921</i>
Signature of Subcontractor (to be obtained after award of contract):		

Trade: <i>CONCRETE</i>	Name of Subcontractor: <i>CHAVEZ</i>	
Address: <i>ABQ</i>		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
	<i>5786</i>	<i>0111472009082</i>
Signature of Subcontractor (to be obtained after award of contract):		

Trade: <i>LANDSCAPE</i>	Name of Subcontractor: <i>CASSIDY</i>	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
	<i>51758</i>	<i>1634420141009</i>
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
STUCCO	WINTER FINISHES	
Address:		
ABQ		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions
	394891	Registration No.: 2624786574018
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
PAINTING	F+R PAINTING	
Address:		
ABQ		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions
	353275	Registration No.: 0055420050015
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
MECHANICAL	HANNA PLUMBING	
Address:		
MECHANICAL ABQ		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions
	7894	Registration No.: 01865920011521
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
PLUMBING	HANNA PLUMBING	
Address:		
ABQ		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions
	7894	Registration No.: 01865920011521
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
ELECTRICAL	THELO	
Address:		
ABQ		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions
	61227	Registration No.: 006720050519
Signature of Subcontractor (to be obtained after award of contract):		

Trade: FENCING	Name of Subcontractor: SCOTT'S FENCING	
Address: ABQ		
Telephone No.:	License No.: 5026	NM Dept. of Workforce Solutions Registration No.: 002337520111014
Signature of Subcontractor (to be obtained after award of contract):		

Trade: UTILITIES	Name of Subcontractor: TLC	
Address: ABQ		
Telephone No.:	License No.: 51429	NM Dept. of Workforce Solutions Registration No.: 0191742011629
Signature of Subcontractor (to be obtained after award of contract):		

Trade: POLISHED CONCRETE	Name of Subcontractor: GALLERY PAINT	
Address: ABQ		
Telephone No.:	License No.: 61136	NM Dept. of Workforce Solutions Registration No.: 28130736612017
Signature of Subcontractor (to be obtained after award of contract):		

Trade: CARPENTRY	Name of Subcontractor: FRANKEN CONST. (NO BIDS RECEIVED)	
Address: LAS VEGAS		
Telephone No.:	License No.: 7750	NM Dept. of Workforce Solutions Registration No.: 03045220140628
Signature of Subcontractor (to be obtained after award of contract):		

Trade: STRUCTURAL STEEL	Name of Subcontractor: STRUCTURAL SERVICES	
Address: ABQ		
Telephone No.:	License No.: 025365	NM Dept. of Workforce Solutions Registration No.: 0192162011701
Signature of Subcontractor (to be obtained after award of contract):		

Trade: CASEWORK	Name of Subcontractor: OGB.	
Address: ABQ		
Telephone No.:	License No.: 84123	NM Dept. of Workforce Solutions Registration No.: 03045420140029
Signature of Subcontractor (to be obtained after award of contract):		

Trade: ROOFING	Name of Subcontractor: McPARTLOW ROOFING.	
Address: SANTA FE, NM		
Telephone No.:	License No.: 01531	NM Dept. of Workforce Solutions Registration No.: 01245120091223
Signature of Subcontractor (to be obtained after award of contract):		

Trade: ALUMINUM STAIRFRONT	Name of Subcontractor: SOUTHWEST GLASS	
Address: ABQ		
Telephone No.:	License No.: 10764	NM Dept. of Workforce Solutions Registration No.: 002272920110706
Signature of Subcontractor (to be obtained after award of contract):		

Trade: GLASS & GLAZING	Name of Subcontractor: SOUTHWEST GLASS	
Address: ABQ		
Telephone No.:	License No.: 10764	NM Dept. of Workforce Solutions Registration No.: 002272920110706
Signature of Subcontractor (to be obtained after award of contract):		

Trade: FOLDING DOOR	Name of Subcontractor: ABC DOORS ABC DOOR	
Address: ABQ		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.: 1739020141212
Signature of Subcontractor (to be obtained after award of contract):		

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we FRANKEN CONSTRUCTION COMPANY, INC.
1025 Douglas Avenue, Las Vegas, New Mexico 87701

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA, 4100 Osuna NE, Suite 2-203, Albuquerque, New Mexico 87109

a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF SANTA FE

2651 Siringo Road #H, Santa Fe, New Mexico 87505

as Obligee, hereinafter called the Obligee, in the sum of

FIVE PERCENT (5%) OF THE AMOUNT BID---

Dollars (\$ _____),

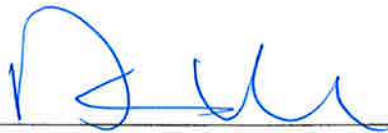
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

CITY OF SANTA FE - FIRE DEPARTMENT NO. 2

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

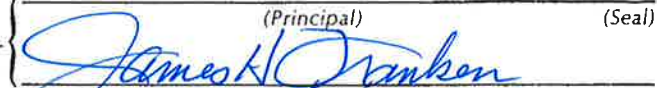
Signed and sealed this 7TH day of MAY 2020


(Witness)

FRANKEN CONSTRUCTION COMPANY, INC.

(Principal)


(Seal)

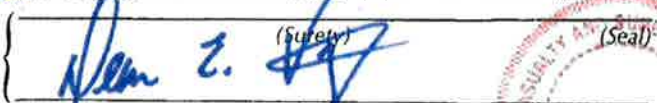

(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

(Seal)


(Witness)


(Title) ATTORNEY-IN-FACT





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dean E. Vigil, of Albuquerque, New Mexico**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7TH day of MAY, 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

AGENT'S AFFIDAVIT (00 4313.1)

(To be filled in by Agent)

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

DEAN E. VIGIL being first duly sworn deposes and says:

that He/She is the duly appointed agent for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the City of Santa Fe, New Mexico

in connection with the construction of FIRE DEPARTMENT NO. 2

dated 7TH day of MAY, 20 20, executed by

FRANKEN CONSTRUCTION COMPANY, INC.

contractor, as principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

By: *Dean E. Vigil*
DEAN E. VIGIL

Subscribed and sworn to before me, a notary public in and for the County of BERNALILLO, this 7TH day of MAY, 20 20.

My Commission expires: 12/22/20

Agent's Address: 4100 Osuna NE, Suite 2-203
Albuquerque, NM 87109

Telephone: (505) 262-2621



OFFICIAL SEAL
Muriel Bray
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 12/22/20

BID SECURITY REVIEW FORM (00 4313.2)

Review and Approval: This Bond has been executed by a Surety named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,” as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

DATE:

Owner's Representative or Governing Authority

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER (00 4519)

STATE OF New Mexico)
)ss.
COUNTY OF San Miguel)

James H. Franken

, being first duly sworn, deposes and says that:

- 1) He/She is the President of Franken Construction Co., Inc., the Bidder that has submitted and attached Bid;
- 2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: *James H. Franken*
Title: President

Subscribed and sworn to before me this 7th day of May, 2020.

Sharon M. Roybal
Notary Public

My Commission expires: 11/10/2023



CAMPAIGN CONTRIBUTION DISCLOSURE FORM (00 4525)

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
James H Franken

5/7/2020
Date

CERTIFICATION OF NONSEGREGATED FACILITIES (00 4533)

(Applicable to construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The construction Contractor certifies that no segregated facilities are maintained or provided for the Contractor’s employees at any of the Contractor’s establishments and that the Contractor does not permit employees to perform services at any location, under the Contractor’s control, where segregated facilities are maintained.

The construction Contractor certifies further that no segregated facilities will be maintained or provided for the Contractor’s employees at any of the Contractor’s establishments , and that the Contractors will not permit employees to perform services at any location, under the Contractor’s control, where segregated facilities are maintained.

The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term “segregated facilities” means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

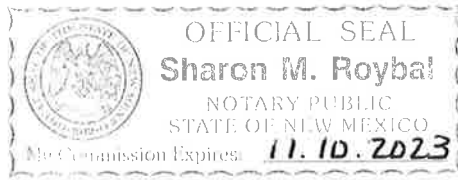
The construction contractor agrees that (except where identical certifications from proposed Subcontractors for specific time periods have been obtained) the Contractor shall obtain identical certifications from proposed Subcontractors, prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provision of the Equal Opportunity Clause and that the Contractor will retain records of such certifications.

James H Franke
President

By: JAMES H FRANKE
Title: PRESIDENT

Subscribed and sworn to before me this 7th day of May, 2020.

Sharon M Roybal
Notary Public
My Commission expires: 11/10/2023



LOCAL PREFERENCE CERTIFICATION FORM (00 4534.1)

RFP/ITB NO: ???TBD

Business Name: Franken Construction Company, Inc

Principal Office: 1025 Douglas Avenue Las Vegas, NM 87701
Street Address City State Zip Code

City of Santa Fe Business License # 222784 (Attach Copy to this Form)

Date Principal Office was established: 1947 (Established date must be six months before date of Publication of this RFP or ITB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: *James H Franken*
Printed Name: James H Franken

Title: President Date: 5/6/2020

Subscribed and sworn before me by James H. Franken this 7th, day of May 2020

My commission expires 11/10/2023 *Sharon M. Roybal*
Notary Public

SEAL



State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00057

Page-8

(AO) 0000049692
Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-425-7578
jimfranken@frankenconstruction.com

Payment Terms: Net 30 days
Delivery: 1025 Douglas Avenue
Las Vegas, NM 87701

(AP) 0000141388
GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30
Delivery: As requested

(AQ) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30
Delivery: As requested

(AR) 0000009550
GranCor Enterprises, Inc.
2121 Menaul Blvd. NE
Albuquerque, NM 87107
505-872-0005
jeremiaha@grancor.com / mariac@grancor.com

Payment Terms: Net 30
Delivery: Construction Site

(AS) 0000052470
HEI, Inc.
PO Box 3130
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30
Delivery: F.O.B. Destination

(AT) 0000046616
Highland Enterprises, Inc.
P.O. Box 2409
Las Cruces, NM 88004
575-524-3551
hei@highlandnm.com

Payment Terms: 0% discount. Invoice due within
21 Days
Delivery: Project Location

(AU) 0000049140
Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 days
Delivery: As Requested, FOB Destination

FRANKEN CONSTRUCTION CO INC
1025 DOUGLAS AVE
LAS VEGAS, NM 87701-4483

May 29, 2019
CRS: 01-079615-00-0
Letter ID: L0568259760

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 10-Feb-1970	IDENTIFICATION NUMBER 01-079615-00-0	Business Start Date 01-Jan-1981
Business Location 1025 DOUGLAS AVE		Business End Date
City and State LAS VEGAS, NM		Zip Code 87701-3930
Taxpayer Name FRANKEN CONSTRUCTION CO INC		Taxpayer Type Corporation
Firm Name FRANKEN CONSTRUCTION CO INC		Filing Frequency Monthly
Mailing Address 1025 DOUGLAS AVE		
City and State LAS VEGAS, NM		Zip Code 87701-4483

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 10-Feb-1970	IDENTIFICATION NUMBER 01-079615-00-0	Business Start Date 01-Jan-1981
Business Location 1025 DOUGLAS AVE		Business End Date
City and State LAS VEGAS, NM		Zip Code 87701-3930
Taxpayer Name FRANKEN CONSTRUCTION CO INC		Taxpayer Type Corporation
Firm Name FRANKEN CONSTRUCTION CO INC		Filing Frequency Monthly
Mailing Address 1025 DOUGLAS AVE		
City and State LAS VEGAS, NM		Zip Code 87701-4483

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Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **FRANKEN CONSTRUCTION CO INC**
DBA: **FRANKEN CONSTRUCTION CO INC**
1025 DOUGLAS AVE
LAS VEGAS, NM 87701-4483

Expires: **19-Sep-2020**

Certificate Number:

L0903855408



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY (00 4536)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective Contractor, or any proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether the Contractor has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether the Contractor has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Franken Construction Company Inc.

Address: 1025 Douglas Avenue Type text here

Las Vegas, NM 87701

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such Contract or subcontract.
 Yes No

Certification - The information above is true and complete to the best of my knowledge and belief.

James H Franken, President

Name and Title of Signer (please type)


Signature

5/7/2020

Date

Certificate of Contractor Registration



This is to certify that

Franken Construction Company

1025 DOUGLAS AVENUE

LAS VEGAS, NM, 87701

has registered with the Department of Workforce Solutions

Registration Date: 2/25/2020 Registration Number: 03045220140628

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: FRANKEN CONSTRUCTION CO. INC
DBA: FRANKEN CONSTRUCTION CO.
INC

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: PHILLP MARTINEZ

License Number: 222784

Issued Date: March 20, 2020

Expiration Date: December 31, 2020

CRS Number: 01079615000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

FRANKEN CONSTRUCTION CO. INC
1025 DOUGLAS AVE
LAS VEGAS, NM 87701

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

FRANKEN CONSTRUCTION COMPANY INC

LICENSE NUMBER

7750

Qualifying Party(S)

**WOOD D'AUNA
FRANKEN JAMES H.
FRANKEN BRENT**

EXPIRES

10/31/2021

CLASSIFICATION(S)

GA03, GA98, GB98, GF02




DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

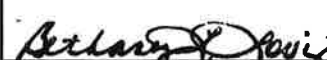
PRODUCER USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109 505 262-2621	CONTACT NAME: Stuart Kuyper / Tina Jojola
	PHONE (A/C No. Ext): 505 262-2621 FAX (A/C No): 855-512-3881 E-MAIL ADDRESS: tina.jojola@usi.com
INSURED Franken Construction Co., Inc. 1025 Douglas Avenue Las Vegas, NM 87701	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : National Fire Insurance Co. of Hartford 20478
	INSURER B : Centennial Insurance Company 35289
	INSURER C : Builders Trust of New Mexico 99999
	INSURER D : Continental Casualty Company 20443
	INSURER E :
INSURER F : 	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	5091157839	02/01/2019	02/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	5091157792	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			5091157811	02/01/2019	02/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC100005335	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Builders Risk Report Form			6016825558	02/01/2019	02/01/2020	\$15,000,000/\$1,000 Ded \$5,000,000 Joisted Mas \$2,500,000 Frame

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed on behalf of the named insured.
 The General Liability, Automobile and Workers' Compensation policies provide a Blanket Waiver of (See Attached Descriptions)

CERTIFICATE HOLDER For Informational Purposes Only For Informational Purposes Only For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Subrogation in favor of the same, when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.



PROTECT. MANAGE. GROW.

USI Southwest, Inc. New

4100 Osuna Rd NE
Suite 2-203
Albuquerque, NM 87109
www.usi.com
Phone: 505.262.2621
Fax: 855.512.3881

April 28, 2020

City of Santa Fe
2651 Siringo Row #H
Santa Fe, NM 87505

RE: City of Santa Fe, Fire Department No. 2

Subject: Franken Construction Co Inc
1025 Douglas Ave
Las Vegas, NM 87701-3930

Letter of Insurability

To Whom It May Concern:

Please be advised that Franken Construction Co Inc will be able to obtain the required insurance limits as outlined in the contract requirements. Evidence of coverage is provided per the attached certificate of insurance.

We ask that you review the certificate, noting the coverages and limits of protection provided.

Should you have any questions we welcome your direct inquiries at (505)262-2621.

Best Regards,

Stuart Kuyper

Stuart Kuyper
Risk Management Consultant

Enclosure