

**State of New Mexico Public School Facilities Authority**

1312 Baschart Road SE, Suite 200, Albuquerque, NM 87106 • (505) 843-6272 • <https://www.nmpsfa.org>

**Hazardous Materials Abatement Services - Supplemental  
Request for Proposals  
RFP No. 2024-001-DD**

**Date Issued: August 27, 2023**

**Mandatory Pre-Proposal Virtual Meeting will be held via GoToMeeting  
on September 7, 2023 at 10:00 AM MDT.  
See meeting invitation below.**

**PSFA RFP 2023-006-DD Mandatory Pre-Proposal Meeting  
Thursday, September 7, 2023 at 10:00 AM (MDT)**

Please join this meeting from your computer, tablet or smartphone.

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You can also dial in using your phone.

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**300-833-669**

**United States:**

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**Commodity Codes: 91813, 92658, 91040, 57847, 91135, 91108, 90602, 91047, 91038**

**RFP Schedule Overview**  
**RFP No. 2023-006-DD**  
**Hazardous Materials Abatement Services**

**RFP Schedule**

<b>RFP Section</b>	<b>Action</b>	<b>Responsible Party</b>	<b>Date &amp; Time</b>
2.2.1.	RFP Issued	PSFA	August 27, 2023
2.2.2.	Acknowledgment of Receipt Due	Offerors	September 7, 2023
2.2.3.	Pre-proposal Conference- <b>Mandatory held virtually via GoToMeeting</b>	PSFA, Offerors	<b>September 7, 2023 @ 10:00 AM MDT</b> <b>See Cover Page for invitation</b>
2.2.4.	Deadline for Written Questions	Offerors	September 15, 2023
2.2.5.	Response to Written Questions	PSFA	September 20, 2023
	Final RFP Addendum Deadline	PSFA	September 26, 2023
<b>2.2.6.</b>	<b>Submission of Proposal</b>	<b>Offerors</b>	<b>October 4, 2023 @ 2:00 PM</b>
2.2.7.	Proposal Evaluation	Evaluation	TBD
2.2.8.	Selection of Finalists	Evaluation	TBD
2.2.9.	Finalist Presentation – Interview	Offeror	TBD
2.2.10.	Best and Final Offer	Offeror	TBD
	Notification of Award	PSFA	TBD
2.2.11.	Contract Negotiations	PSFA, Offeror	TBD
2.2.12.	Contract Award	PSFA	TBD

**RFP Procurement Manager Contact Information**

<b>Name</b>	Daniel Dominguez
<b>Phone Number</b>	(505) 468-0262
<b>Email Address</b>	CARFP@nmpsfa.org
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted in writing to the Procurement Manager. Offerors may contact <b>ONLY</b> the Procurement Manager regarding the terminology stated in the procurement documents.</i>	

**RFP Proposal Submittal Location**

<b>Physical Address, for Walk-in Delivery and Carrier Delivery, i.e. UPS, FedEx, etc.</b>	<b>USPS Mailing Address</b>
New Mexico Public School Facilities Authority 1312 Basehart Road SE, Suite 200 (second floor) Albuquerque, New Mexico 87106	New Mexico Public School Facilities Authority 1312 Basehart Road SE Suite 200 Albuquerque, NM 87106-4365
Ensure that the following information is clearly labeled on the <b>sealed package</b> containing the proposal. <b>Please note: if the sealed bid is placed inside a carrier envelope, package or box for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal: (1) Offeror’s Business Name (not an individual’s name), (2) the RFP number and Title, (3) RFP Due Date and Time.</b>	

**RFP Term**

The New Mexico Public School Facilities Authority (PSFA) reserves the right to enter into a four (4) year contract(s).

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# **1. INTRODUCTION**

## **1.1. PURPOSE OF THE REQUEST FOR PROPOSAL**

- 1.1.1. The New Mexico Public School Facilities Authority (PSFA) is requesting proposals from qualified firms or Offerors for On-Call Hazardous Materials Abatement Services for school districts throughout the State of New Mexico on an as-needed basis.
- 1.1.2. The Contractor's principal project manager with experience that is applicable to the type of work and services to be provided as more particularly described at Exhibit A, Scope of Work.
- 1.1.3. As part of its statutory mandate, the PSFA serves as staff to the Public School Capital Outlay Council (PSCOC), which makes distributions from the Public School Capital Outlay Fund to school districts, in part for projects such as the refurbishment and construction of new school buildings. The PSFA provides indirect oversight to these projects to assist school districts in the successful management of their projects.

## **1.2. SCOPE OF PROCUREMENT**

- 1.2.1. PSFA intends on entering into multi-award contract(s) with the selected Offeror(s). Each contract will be for a term of four (4) years per awarded vendor.
- 1.2.2. PSFA intends that contracts resulting from this Request for Proposal shall be utilized by the PSFA, school districts, and charter schools collectively, when the PSFA, school districts, and charter schools are Co-Owners of a project, or by the school districts acting on their own.
- 1.2.3. Per Section 13-1-129 NMSA 1978 other New Mexico state agencies or local public bodies may rely on the awarded contracts resulting from this RFP, to procure as allowed for by the NM State Procurement Code.

## **1.3. PROCUREMENT MANAGER**

- 1.3.1. PSFA has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, email address, phone number and mailing address are listed below. All deliveries should be addressed as follows:
  - Daniel Dominguez
  - Email: CARFP@nmgsfa.org
  - Phone: (505) 468-0262
  - 1312 Basehart Road SE, Suite 200
  - Albuquerque, NM 87106-4365
- 1.3.2. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other PSFA employees or Evaluation Committee members do not have the authority to respond on behalf of PSFA.

## **1.4. DEFINITION OF TERMINOLOGY**

1.4.1. This section contains definitions and abbreviations that are used throughout this procurement document.

**“Addendum” or “Amendment”** means a written change, addition, alteration, correction, or revision to an Invitation to Bid, Request for Proposal, or contract document.

**“Adequacy and Planning Guide”** means the reference guide to be used in the programming and design of school projects. The purpose of this guide is to clarify the “Adequacy Standards” and to provide assistance through references and “best Practice” examples.

**“Adequacy Standards”** means the New Mexico Public School Statewide Adequacy Standards, which establish the acceptable levels for the physical condition and capacity of school buildings, the educational suitability of those facilities and the need for technological infrastructure at those facilities. The standards are not intended to restrict a facility’s size.

**“Architect”** means a Mexico licensed architect and who is responsible for the architectural services.

**“Agreement”** means the agreement between PSFA and the firm for the work covered by this solicitation.

**“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.

**“Award”** means the final execution of the contract document resulting from this solicitation.

**“Business Hours”** means 8:00 AM to 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

**“Close of Business”** means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

**“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, § 57-3-A-1 to § 57-3A-7. See NMAC § 1.4.1.25. As one example, no information that could be obtained from a source outside this solicitation can be considered confidential information.

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

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

**“Cost Reimbursement”** means a contract which provides for a fee other than a fee based on a percentage of cost and under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms.

**“Desirable”** The terms “may”, “can”, “should”, “preferable”, or “refers” identify a desirable

or discretionary item or factor (as opposed to “mandatory”).

**“Design Professional”** means the entity defined as an architect and or engineer. Or the firm of architects, engineers, or both (and their consultants) which have undertaken to design the Project pursuant to a contract agreement with the Owner.

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

**“e-Builder”** means the Construction Information Management System (CIMS) utilized by the Owner and Co-Owner, and which the Design Professional must also utilize.

**“Electronic Version/Copy”** means a digital form consisting of text, images, or both, readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals or bids contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.

**“Energy Star”** is a voluntary program of the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy that identifies energy-efficient products and buildings. Qualified products and buildings exceed minimum Federal standards for energy consumption by a certain amount. Qualifying buildings which, achieve an ENERGY STAR rating of 75 or above, are eligible to receive the ENERGY STAR label. (See: <http://energystar.gov>) Compliance with ENERGY STAR is required on certain projects pursuant to NMSA 1978, § 15-3-36.

**“Evaluation Committee”** means a body appointed by the PSFA to perform the evaluation of Offeror proposals.

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

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

**“Firm Fixed Price Contract”** means a contract which has a fixed total price or fixed unit price.

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate. The Hourly Rate does not include employee travel time, mileage, per diem or lodging.

**“Mandatory”** The terms “must”, “shall”, “will”, “is required”, or “are required” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

**“Minor Technical Irregularities”** means anything in the proposal that does not affect the price, quality, and quantity, or any other mandatory requirement.

**“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property, or construction to more than one Offeror.

**“New Mexico Public School Facilities Authority” or “PSFA”** is a statutorily created agency pursuant to NMSA 1978, § 22-24-9 which serves as staff to the Public School Capital Outlay Council.

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

**“Procurement Manager”** means any person or designee authorized by the PSFA to enter into or administer contracts and make written determinations with respect thereto.

**“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

**“Proposal”** means an Offeror’s written offer or response to a Request for Proposal.

**“Public School Capital Outlay Council” or “PSCOC”** distributes funds from the Public Outlay Fund to school districts throughout the State of New Mexico as prescribed by NMSA 1978, § 22-24-1 through § 22-24-6.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1978, § 1.4.1.45 and defined herein and outlined in Section 2.2.9 this RFP, blacked out BUT NOT omitted or removed.

**“Request for Proposal” or “RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

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

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

of the Procurement Manager in such cases.

“**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.

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

“**State Agency**” or “**Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or official of the executive, legislative or judicial branch of the government of this State. “State Agency” or “Agency” includes the New Mexico Public School Facilities Authority.

“**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirements. This statement shall be included in Offeror’s proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable”, etc.)

“**Unredacted**” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential; such copy for use only for the purpose of evaluation.

“**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **1.5. DOCUMENT LIBRARY [See Exhibit A: Scope of Work, for Services to be provided]**

1.5.1. A document library has been established for Offerors to review. The library contains the information listed below and the content of each item can be located at the PSFA website at <https://www.nmpsfa.org>, under the Operations>Project Development tab and the Governance tab.

- 1.5.1.1. Guidelines to the New Mexico Public School Adequacy Standards:
  - NMAC 6.27.30 Statewide Adequacy Standards
  - NMAC 6.27.31 Special Purpose Schools Adequacy Planning Guide
  - NMAC Rules – Public School Capital Outlay Council

## **2. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP describes the major procurement events as defined in the RFP Schedule Overview, and the conditions governing the procurement. The Procurement Manager will make every effort to adhere to the RFP schedule.

### **2.1. SEQUENCE OF EVENTS**

- 2.1.1. See RFP Schedule Overview, page 2



## **2.2. EXPLANATION OF EVENTS**

### **2.2.1. Issue of RFP**

2.2.1.1. This RFP is being issued by the New Mexico Public School Facilities Authority.

### **2.2.2. Acknowledgement of Receipt, Appendix A**

2.2.2.1. Potential Offerors should return the completed Acknowledgement of Receipt Form, Appendix A, to the RFP Procurement Manager referenced in paragraph 1.3.1. in order to have their organization placed on the procurement distribution list. The form should be completed and returned by the end of day on the date specified in the RFP Schedule Overview, page 2.

2.2.2.2. The procurement distribution list will be used for the distribution of written responses to questions and any RFP Addendums.

2.2.2.3. Failure to return this form may cause you to be removed from the distribution list and thereby preclude you from receiving pertinent notifications, such as addenda and/or amendments to the RFP.

### **2.2.3. Pre-Proposal Conference, **mandatory****

2.2.3.1. A **mandatory** pre-proposal conference will be held virtually on the date and time specified on the RFP Schedule Overview, page 2. You may join the meeting from your computer, tablet or smartphone. **Video capability is required. You must have your video activated and be visual to the Meeting Host and other participants.**

**You must introduce yourself when called upon by the Host during the Roll Call, and specify your name, your title, the company you represent, your phone number and email address.**

For access via computer, tablet or smartphone, see the link and Access Code information on the Cover Page of this RFP.

If you are new to GoToMeeting, you may install the free app now using the link below, so you are ready when the meeting starts. <https://meet.goto.com/install>

2.2.3.2. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may also be submitted at the conference and after, up to the Written Question Submission deadline. All written questions received prior to the conference will be addressed at the conference. A public log will be kept of the names or potential Offerors that attend the pre-proposal conference. Attendance at the pre-proposal conference is mandatory, and is a prerequisite for submission of a proposal.

### **2.2.4. Deadline to Submit Additional Written Questions**

2.2.4.1. Potential Offerors may submit additional written questions as to the intent of, or clarification of this RFP until end of day on the day specified in the RFP Schedule

Overview, page 2. All written questions must be addressed to and sent to the Procurement Manager (see Section 1, Paragraph 1.3.1).

#### 2.2.5. Response to Written Questions/RFP Amendments

- 2.2.5.1. Written responses to written questions and any RFP addenda will be distributed on the day specified in the RFP Schedule Overview, page 2, to all potential Offerors whose organization name appears on the procurement distribution list.

#### 2.2.6. Submission of Proposal

- 2.2.6.1. Proposals shall be submitted to the PSFA in both hard copy and on flash drive electronic formats. (See Section 3. Response Format and Organization for further details.) Proposals must be addressed and delivered to the Procurement Manager at the address listed on the RFP Schedule Overview, page 2. Proposals must be sealed and clearly labeled on the outside of the package with the following information: (1) Offeror's business name, (2) the RFP Number, (3) the RFP Title, and (4) RFP due date and time, as specified on the RFP Schedule Overview, page 2. Further instructions are found in paragraph 2.2.6.2. below. Proposals submitted by facsimile or email will not be accepted.

- 2.2.6.2. **ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DEADLINE SPECIFIED ON THE RFP COVER PAGE, THE RFP SCHEDULE OVERVIEW ON PAGE 2 AND AS SPECIFIED BELOW.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be delivered to the following location: New Mexico Public School Facilities Authority, 1312 Basehart Road SE, Suite 200, Albuquerque, NM 87106. The building has secured access. Allow ample time for entry to the building. Upon arrival at the PSFA location, phone the number posted on the front door, or call 505-468-0286, for entry.

- 2.2.6.3. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of the proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to the Request for Proposal. Awarded in this context means the final required state agency signature on the contract(s), resulting from the procurement, has been obtained.

#### 2.2.7. Proposal Evaluation

- 2.2.7.1. The evaluation of proposals will be performed by an evaluation committee appointed by the PSFA. During the evaluation period, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

#### 2.2.8. Selection of Finalists

2.2.8.1. The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Oral Presentations will be determined at that time, if applicable.

#### 2.2.9. Oral Presentation by Finalists (if applicable)

2.2.9.1. Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time and location for each Offeror presentation. Presentations, if required, will be held and each will be limited to one (1) hour in duration, which includes a question and answer period of not less than 15 minutes.

#### 2.2.10. Best and Final Offers from Finalists (if applicable)

2.2.10.1. Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and Final Offers may be clarified and amended at the Finalist Offeror's oral presentation.

#### 2.2.11. Finalist Contract

2.2.11.1. The contract will be finalized with the most advantageous Offeror(s) in the month of October or November 2021. This date range is subject to change at the discretion of the PSFA. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror(s) in the time specified, the PSFA reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

#### 2.2.12. Contract Award

2.2.12.1. The PSFA anticipates awarding the contract(s) in the month of October 2023. The dates are subject to change at the discretion of the PSFA.

2.2.12.2. The contract(s) shall be awarded to the Offeror(s) whose proposal is most advantageous, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal(s) may or may not have received the most points.

#### 2.2.13. Right to Protest

2.2.13.1. Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposal, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposal. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM Local Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain (1) a statement of the grounds for protest, (2) including appropriate supporting exhibits and (3) it must specify the ruling

requested from the party listed below. Emailed protests will be not considered as properly submitted. The protest must be mailed or hand delivered to:

Martica Casias  
PSFA Executive Director  
1312 Basehart Road SE, Suite 200  
Albuquerque, NM 87106-4365

## **2.3. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with NMSA 1978, Chapter 13, and purchasing regulations as adopted by the PSFA.

### 2.3.1. Acceptance of Conditions Governing the Procurement

2.3.1.1. Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section 5 of this RFP.

### 2.3.2. Incurring Cost

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

### 2.3.3. Prime Contractor Responsibility

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

### 2.3.4. Subcontractors/Consent

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

### 2.3.5. Certifications and Licenses

2.3.5.1. Potential Offerors must have the proper certifications and licenses to do business in New Mexico as follows:

#### 2.3.5.1.1. Corporations:

2.3.5.1.1.1. File Articles of Incorporation with the Secretary of State's Office and

record with the County pursuant to NMSA 1978, § 53-4-6.

2.3.5.1.1.2. Name of registered agent pursuant to NMSA 1978, § 53-5-2.

2.3.5.1.1.3. Certificate of Authority from the Secretary of State's Office indicating that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, § 53-17-6 and § 53-17-8.

2.3.5.1.1.4. Obtain a Federal Employer Identification Number.

2.3.5.1.1.5. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.2. Limited Liability Companies:

2.3.5.1.2.1. Registered office and registered agent for service of process that is either a New Mexico resident or domestic corporation, limited liability company, or a partnership that is located in New Mexico.

2.3.5.1.2.2. File and Application for Registration with the Secretary of State's Office to conduct business in New Mexico and must obtain a Certificate of Good Standing from the Secretary of State's Office to conduct business in New Mexico.

2.3.5.1.2.3. Obtain a Federal Employer Identification Number.

2.3.5.1.2.4. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.3. Limited Partnerships:

2.3.5.1.3.1. Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-2-1 through § 54-2-48.

2.3.5.1.3.2. File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.

2.3.5.1.3.3. Obtain a Federal Employer Identification Number.

2.3.5.1.3.4. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.4. General Partnerships:

2.3.5.1.4.1. File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.

2.3.5.1.4.2. Obtain a Federal Employer Tax Identification Number.

2.3.5.1.4.3. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

#### 2.3.5.1.5. Sole Proprietorships and Joint Ventures:

2.3.5.1.5.1. Obtain a Federal Employer Identification Number.

2.3.5.1.5.2. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

#### 2.3.6. Amended Proposals

2.3.6.1. An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be replacements for a previously submitted proposal and must be clearly identified as such in the Letter of Transmittal. PSFA personnel will not merge, collate, or assemble proposal materials.

#### 2.3.7. Offeror's Rights to Withdraw Proposal

2.3.7.1. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

#### 2.3.8. Proposal Offer Firm

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

#### 2.3.9. Disclosure of Proposal Contents

2.3.9.1. Proposals will be kept confidential until negotiations and the award are completed by the PSFA. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements: Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

2.3.9.2. Confidential data is restricted to confidential financial information concerning the Offeror's organization; and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, § 57-3A-1 to § 57-3A-7.

2.3.9.3. PLEASE NOTE: The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

2.3.9.4. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the PSFA shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed.

Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

#### 2.3.10. No Obligation

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

#### 2.3.11. Termination

2.3.11.1. This RFP may be cancelled at any time. Any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the PSFA.

#### 2.3.12. Sufficient Appropriation

2.3.12.1. Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the Contractor. PSFA's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

#### 2.3.13. Legal Review

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

#### 2.3.14. Governing Law

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

#### 2.3.15. Prohibited Bidding

2.3.15.1. Pursuant to NMSA 1978, § 10-16-13, no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications, or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a State agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

#### 2.3.16. Consent to Jurisdiction and Venue

2.3.16.1. If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the PSFA, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved

informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Bernalillo County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.

#### 2.3.17. Basis for Proposal

2.3.17.1. Only information supplied, in writing, by the PSFA through the Procurement Manager or in this RFP should be used as the basis for the preparation of the Offeror's proposal.

#### 2.3.18. Contract Terms and Conditions

2.3.18.1. The contract between the PSFA and a contractor will follow the format specified by the PSFA and contain the terms and conditions set forth in the Sample Agreement, Appendix B. Exceptions to the Sample Agreement may cause a proposal to be rejected as nonresponsive when, in the sole judgement of the Evaluation Committee or the PSFA, the proposed changes are substantial modifications to the Sample Contract. PSFA reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Agreement) with any Offeror.

2.3.18.2. Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Agreement, the Offeror must propose specific alternative language. The Offeror must provide a brief discussion of the purpose and impact of each proposed change, followed by the specific proposed alternate wording. The PSFA may or may not accept the alternative language.

2.3.18.3. If an Offeror fails to propose any alternate terms and conditions in its proposal, no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions in the proposal is an explicit agreement by the Offeror that the contractual terms and conditions contained in the Sample Agreement are accepted by the Offeror.

2.3.18.4. A substitution of the Sample Agreement is not acceptable and will result in the disqualification of the Offeror's proposal.

#### 2.3.19. Offeror Qualifications

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

#### 2.3.20. Right to Waive Minor Irregularities

2.3.20.1. The Evaluations Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.



#### 2.3.21. Change in Contractor Representatives

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

#### 2.3.22. Notice of Penalties

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

#### 2.3.23. PSFA Rights

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

#### 2.3.24. Right to Publish

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

#### 2.3.25. Ownership of Proposals

2.3.25.1. All documents submitted in response to this Request for Proposal shall become the property of the PSFA.

#### 2.3.26. Confidentiality

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

2.3.26.2. The contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the PSFA's written permission.

#### 2.3.27. Electronic Mail Address Required

2.3.27.1. A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

#### 2.3.28. Use of Electronic Versions of this RFP

2.3.28.1. This RFP is being made available by electronic means. In the event of conflict between

a version of the RFP in the Offeror's possession and the version maintained by the PSFA, the version maintained by the PSFA shall govern.

2.3.29. Disclosure of Campaign Contributions, Appendix C

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

2.3.30. Disclosure Regarding Responsibility

2.3.30.1. Any prospective contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services, or construction, agrees to disclose whether the contractor or any principal of the contractor's company:

2.3.30.1.1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, state agency, or local public body.

2.3.30.1.2. Has within a three (3) year period preceding this offer, been convicted in a criminal matter or had a civil judgement rendered against them for:

2.3.30.1.2.1. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract.

2.3.30.1.2.2. Violation of Federal or state anti-trust statutes related to the submission of offers; or

2.3.30.1.2.3. The commission in any Federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation, or Federal criminal tax law, or receiving stolen property.

2.3.30.1.3. Is presently indicted for, or otherwise criminally or civilly charged by any (Federal, state, or local) government entity with the commission of any of the offenses enumerated in paragraph 2.2.34.1 of this disclosure.

2.3.30.1.4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

2.3.30.1.4.1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

2.3.30.1.4.2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if

the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

- 2.3.30.1.4.3. Have within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal or state agency or local public body.
- 2.3.30.2. Principal, for purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- 2.3.30.3. The Contractor shall provide immediate written notice to the PSFA or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- 2.3.30.4. A disclosure that any of the items in this requirement exist, will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- 2.3.30.5. Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- 2.3.30.6. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If, during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (Federal, state or local) with commission of any offenses named in this document, the Contractor must provide immediate written notice to the PSFA or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the PSFA or Central Purchasing Officer may terminate the involved contract for cause. Still further, the PSFA or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the PSFA or Central Purchasing Officer.

#### 2.3.31. New Mexico Preferences

- 2.3.31.1. To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation and Revenue.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference->

[certification.aspx](#)

2.3.31.2. New Mexico In-State Preferences are: Resident Business Preference, Native American Resident Business Preference, New Mexico Resident Veterans Business Preference, or Native American Resident Veterans Business.

2.3.31.3. PSFA shall not award a business more than one New Mexico Preference.

2.3.31.4. The New Mexico preferences shall not apply when the expenditures for this RFP include Federal Funds.

2.3.32. Conflict of Interest: Government Conduct Act

2.3.32.1. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

2.3.32.2. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, § 10-16-1 through § 10-16-18, regarding contracting with a public officer or state employee, or former state employee, have been followed.

2.3.33. Equal Employment Opportunity

2.3.33.1. In connection with this RFP and the Contract, Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

2.3.33.2. Offeror shall take affirmative action to ensure that all applicants are treated fairly during employment, without regard to race, color, religion sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

2.3.33.3. Such action shall include but not be limited to the following: layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2.3.34. Relying on Existing Contracts

2.3.34.1. The resulting Price Agreement(s) (PA) may be a multiple award. This procurement will result in a PA(s) that may be utilized by all State of New Mexico agencies, departments, boards, commissions, institutions, and local public bodies.

### **3. RESPONSE FORMAT AND ORGANIZATION**

#### **3.1. NUMBER OF RESPONSES PER OFFEROR**

3.1.1. Offerors shall submit only one proposal in response to this RFP.

#### **3.2. NUMBER OF COPIES OF SUBMITTED PROPOSAL**

3.2.1. Offeror shall submit their proposal in hard copy and electronic formats in the quantities specified.

3.2.2. There must be **one (1)** original hard copy of their complete proposal with original signatures, clearly labeled ORIGINAL along with the RFP number, RFP Title and Offeror's business name. The hard copy of the Appendix E: Cost Response form must be submitted with the proposal in a sealed envelope clearly labeled as noted above. See Section 3.3. for further proposal details.

3.2.3. **There must be six (6) electronic copies of the hard copy proposal on flash drives.** Each flash drive must be clearly tagged or labeled with the RFP number and the Offeror's business name.

3.2.4. **One (1) of the six flash drives is to be labeled ORIGINAL and will contain the Cost Response.**

3.2.5. **The remaining five (5) flash drives will not contain the Cost Response.** NOTE: An electronic copy is **not** an email and fax copy.

3.2.6. Offeror must deliver their sealed proposal submission per the instructions on the RFP Schedule Overview and in Section 2, paragraph 2.2.6. on or before the closing date and time for receipt of proposals.

#### **3.3. PROPOSAL FORMAT (Hard Copy and Electronic Copy on flash drive)**

3.3.1. Proposals must be submitted in two formats: one (1) hard copy in a three-ring binder with tabs delineating each section, clearly labeled ORIGINAL, and six (6) electronic copies of the Hard Copy on flash drives. See paragraphs 3.2.2. and 3.3.4.1.3. regarding the handling of the Cost Response.

3.3.2. Spreadsheets and charts can be in Excel format. If the Excel files are password protected on the electronic copies, the password must be provided in written form with the flash drives. All flash drives must be clearly tagged or labeled with the RFP number and the Offeror's business name.

3.3.3. One (1) electronic copy must contain an exact copy of the hard copy proposal in PDF and Excel formats as applicable, including the Cost Response, and be labeled ORIGINAL (see paragraph 3.3.1.). The remaining five (5) flash drives must contain an exact copy of the hard copy proposal, **excluding the Cost Response**. Document formats are to be in PDF and Excel, as they will be given to the evaluation committee members for review and scoring.

3.3.4. The hard copy proposal must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.), with tabs delineating each section, and placed

in as small a three-ring binder as needed to contain the proposal. Spiral or comb binding is not acceptable. Offerors are strongly encouraged to limit their proposals to a maximum of thirty (30) pages. Exclusions to this page limitation will be as follows: Table of Contents of the Proposal, Letter of Transmittal, Campaign Contribution Discloser Form, Agency Certification Form, Conflict of Interest/Non-Collusion and Debarment/Suspension Form, Preference Certificate (if applicable), and Acknowledgement of Addendums (if applicable).

#### 3.3.4.1. Proposal Organization

3.3.4.1.1. The proposal must be organized as follows, with tabs delineating the following sections, and must contain, at a minimum, all listed items in the sequence indicated:

- 1: Letter of Transmittal
- 2: Table of Contents
- 3: Executive Summary
- 4: Response to Contract Terms and Conditions
- 5: Cost Response (in separate, sealed envelope)
- 6: Response to Mandatory Specifications, Required Forms and Appendices
- 7: Offeror's Additional Terms and Conditions
- 8: Other Supporting Material

3.3.4.1.2. Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Offerors may attach other materials that they feel may improve the quality of their response. However, these materials should be included as items in a separate appendix. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

3.3.4.1.3. **The Appendix E: Cost Response form is not to be included as an item on the five (5) flash drives used for evaluation.** The Cost Response Form is to be submitted in a separate, sealed envelope, clearly labeled "Appendix E: Cost Response" and inserted in the proposal binder with a tab identifying it as the Cost Response. It should also be included on the one (1) flash drive labeled ORIGINAL and tagged/labeled with the RFP number and Offeror's business name.

#### 3.3.4.2. Letter of Transmittal, Appendix G

3.3.4.2.1. Each proposal must include Appendix G: Letter of Transmittal which MUST include all of the following:

1. Identify the submitting organization, physical address, and mailing address.

2. Identify the name, title, email address and phone number of the person authorized by the organization to contractually obligate the organization.
3. Identify the name, title, email address, and phone number of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the names, titles, email addresses, and phone numbers of persons to be contacted for clarification.
5. Explicitly indicate acceptance of the Conditions governing the Procurement stated in Section 2.
6. Letter must be signed by the person authorized to contractually obligate the organization.

## **4. SPECIFICATIONS**

### **4.1. SCOPE OF WORK, see EXHIBIT A**

### **4.2. CONTRACT INFORMATION**

- 4.2.1. The contract is scheduled to begin in October 2023. PSFA intends on issuing a multi-award of four (4) year contract(s) per awarded vendor.

### **4.3. MANDATORY SPECIFICATIONS AND FORMS**

- 4.3.1. Offerors shall respond in the form of a thorough narrative to each mandatory specification requiring such. The narratives, along with required supporting materials, will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal as non-responsive.

#### **4.3.1.1. Company Experience and Staff Qualifications**

- 4.3.1.1.1. Offeror must submit a statement of relevant corporate experience. Offeror must identify prior experience in providing professional services as identified in Exhibit A, Scope of Work, within the State of New Mexico or for any other state. Offeror must submit resumes of proposed key professional staff members who will be performing services under the contract. Experience narratives must describe the specific relevant experience of the staff member(s) in relation to the role that the member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed, and shall include a thorough description of their education, knowledge, and relevant experience as well as certifications or other professional credentials.

#### **4.3.1.2. Customer Service and References**

- 4.3.1.2.1. Offeror shall provide detailed information concerning their customer service policies and practices. Offeror must include at least three (3) external client references from clients who received similar services. The minimum information

that must be provided about each reference is:

1. Name of individual or company for whom services were provided
2. Physical address of individual or company
3. Name and title of contact person
4. Email address and phone number for contact person
5. Type of services and dates of service that were provided

#### 4.3.1.3. Description of Work Products

- 4.3.1.3.1. Offeror shall thoroughly describe the types of relevant work products provided to previous clients.

#### 4.3.1.4. Capacity and Capability

- 4.3.1.4.1. Offeror must provide information about their business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience, and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions, and insurance carriers. If other references are included, provide contact names, email addresses and phone numbers for the additional references.

#### 4.3.1.5. Cost, Appendix E

- 4.3.1.5.1. Offeror shall complete the Cost Response Form, Appendix E and submit it with their proposal in a separate, sealed envelope. The Cost Response shall reference all Offeror work positions associated with this project, and each position's firm, fixed hourly rate.

#### 4.3.1.6. Completed Campaign Contribution Disclosure Form, Appendix C

- 4.3.1.6.1. Offeror shall submit a completed, signed, and dated Campaign Contribution Disclosure Form with their proposal.

#### 4.3.1.7. New Mexico (NM) Resident Business, NM Native American Resident Business, NM Resident Veterans Business, and NM Native American Veterans Business Preferences (Do not apply to Federally funded projects).

- 4.3.1.7.1. See Section 2.2.35 for additional detail.
- 4.3.1.7.2. Pursuant to NMSA 1978, § 13-1-21, when a public body makes a purchase using a formal request for proposal process, and the contract is awarded based on a



point-based system, the public body shall award additional points equivalent to: (1) eight percent of the total possible points to a resident business or Native American resident business; or (2) ten percent of the total possible points to a resident veteran business or a Native American veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

4.3.1.7.3. To be awarded points for ***Resident Business Preference, Native American Resident Business, Resident Veterans Preference, or Native American Resident Veteran Business***, Offerors must include a copy of their valid preference certificate in this section of your proposal.

4.3.1.7.4. A resident veteran business or Native American resident veteran business shall not benefit from the preference for more than ten (10) consecutive years. A person that is an owner of a business that is a resident veteran business or Native American resident veteran business shall not benefit from the preference for more than ten consecutive years. A person shall but benefit from the provisions as specified in NMSA 1978, § 13-1-21, on more than one business concurrently.

4.3.1.7.5. Pursuant to NMSA 1978, § 13-1-21, Paragraph H, a State Agency shall not award an Offeror points for more than one of the New Mexico Preferences: Resident Business, Native American Resident Business and Resident Veterans Business or Native American Resident Veteran Business. If the Offeror qualifies for more than one preference, the Offeror will only be awarded points for the Resident Veterans Preference or Native American Resident Business. Veteran Businesses or Native American Resident Veteran Business will receive the Resident Business Preference or Native American Resident Business once the cap for Resident Veterans Preferences or Native American Resident Veteran Business has been exceeded.

**4.3.1.7.6. If you do not qualify for a Resident Business, Native Resident Business, Resident Veteran Preference, or Native American Resident Veteran Business, please provide a statement stating you do not qualify in this section of your proposal. If you do not qualify for either preference, your proposal will be accepted, however you will not receive points for preference.**

#### 4.3.1.8. Current W-9

4.3.1.8.1. Offeror must include a current W-9 form; completed, signed, and dated. The form is available on the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>

4.3.1.8.2. The State of New Mexico Substitute W-9 form is available on the PSFA website at <https://www.nmpsfa.org>

#### 4.3.1.9. Insurance

4.3.1.9.1. Contractor shall maintain the following insurance for the term of an awarded Agreement, and the PSFA shall be named as an additional insured. The Contractor will provide for 30 days cancellation notice on any Certificate of

Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

- 4.3.1.9.1.1. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: \$100,000
- 4.3.1.9.1.2. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability, for all liability the Contractor will assume under the awarded Agreement). Limits shall not be less than the following:
  - i. Bodily injury: \$1,000,000 per person / \$1,000,000 per occurrence.
  - ii. Property damage or combined single limit coverage: \$1,000,000
  - iii. Automobile liability (including non-owned automobile coverage): \$1,000,000
  - iv. Umbrella: \$1,000,000

## 5. EVALUATION

### 5.1. EVALUATION FACTORS/POINTS

5.1.1. The PSFA will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror’s attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate the evaluators.

5.1.2. Proposals will be scored based upon comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

<b>EVALUATION FACTORS</b>		<b>POINTS AVAILABLE</b>
1.	Company Experience and Staff Qualifications	35 Points
2.	Customer Service and References	10 Points
3.	Description of Work Products	10 Points
4.	Capacity and Capability	15 Points
5.	Cost	30 Points
<b>Total Maximum Allowable Evaluation Factor Points</b>		<b>100 POINTS</b>
	New Mexico Resident Preference or Native American Resident Business Preference, if applicable	8 Points
	New Mexico Resident Veteran Preference or Native American Resident Veteran Business Preference, if applicable	10 Points
	Interview, if applicable	50 Points
<b>Total Points Possible</b>		<b>100 – 160 POINTS</b>

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

$$\frac{\text{Lowest Responsive Offer Cost Proposal}}{\text{This Offeror’s Cost Proposal}} \times 30 = \text{Award Points}$$

5.1.4. Evaluation Process

5.1.5. The evaluations process will follow the five steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section 2.1.7. Proposal Evaluation.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section 2.2.22 Offer Qualifications.
4. Responsive proposals will be evaluated on the factors in Section 5 that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the PSFA, taking into consideration the evaluation factors in Section 5 and successful negotiations, will be recommended for contract award as specified in Section 2, Paragraph 2.1.12.2. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. In the event of oral presentations, responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors.
5. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.
6. Ties in ranking shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a first-place tie:

Scoring		Numerical Ranking		
Firm A	Tie	$(1^{st} + 2^{nd}/2)$	=	1.5
Firm B	Tie	$(1^{st} + 2^{nd}/2)$	=	1.5
Firm C	3rd		=	3

A tie for first, at the end of the final rankings after the completion of short listing and interviews, shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Procurement Manager.

## **EXHIBIT A: SCOPE OF WORK**

### **1. INTRODUCTION**

The Hazardous Materials Abatement Contractor will receive a scope of work from the Owner, for each project with time lines, floor plans, and analytical results of material sampled. Amounts of material for Hazardous Materials abatement will also be included.

The successful Offeror shall perform Hazardous Materials abatement services on an "as needed" basis throughout a one-year contract period, with option to renew for three additional one year periods upon mutual agreement of New Mexico Public School Facilities Authority (NMPSFA) and Contractor. NMPSFA reserves the right to make multiple awards as may be in its best interest for adequate service. It is emphasized that regardless of termination date, any unfinished project will be carried to completion by the same abatement contractor, but without unduly prolonging the process. Projects involving multiple phases will be reviewed on a case by case basis. Types of Hazardous Materials abatement projects and square footages are listed in the RFP pricing pages.

Hazardous Materials abatement services as required by this RFP will necessitate close communication with the department and supervisory personnel as well as outside architects and contractors under contract to NMPSFA and the school district using this agreement. All work performed on this contract must be facilitated through the school district using this agreement. In addition, the Procurement Division maintains all contracts.

The Hazardous Materials Abatement Contractor(s) shall provide a written estimate of total hours (suggested work schedule) and cost required, and submits procedures to be used to complete any particular project prior to beginning the work. All prices given shall be inclusive of all work necessary to complete specified work, i.e., pre cleaning, disposal, cleaning, setup, etc. Normally, the Contractor will be required to perform Hazardous Materials abatement procedures after school hours, weekends and holidays as specified by the school district. However, if specified project will not interfere with school activities (e.g., glove bag procedures) then the project may be performed during the normal school day. A total price of each project will be given to the school district before any work is performed. No premiums or price increases are allowed for evening work, weekends, and/or holidays. RFP prices are for all work.

### **I. DESCRIPTION OF WORK**

The work specified herein shall be the removal and/or encapsulation of asbestos containing materials by competent persons trained, knowledgeable and qualified in the techniques of Hazardous Materials abatement, handling and disposal of asbestos containing and asbestos contaminated materials and the subsequent cleaning of contaminated areas, who comply with all applicable Federal, State, and Local regulations and are capable of and willing to perform the work of this Contract.

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local regulations and these specifications. The Contractor **will** be required to obtain all necessary permits if the assigned project requires

reinstallation. The project will be permitted and inspected by City or local authorities. Green tags shall be delivered to the project administrator to be kept on file (If applicable). Air clearance reports may be required depending on project as requested by Owner.

Prior to commencement of any project, the Contractor must consider special conditions at the site when performing the Hazardous Materials abatement. (E.g. high temperatures, equipment that must remain in operation, other toxic substances in the air, penetrating the work area or contaminating surfaces.) The Contractor will be responsible for obtaining this information from the school district during the Project Start Meeting.

The Contractor is responsible for restoring the work area and auxiliary areas utilized during the Hazardous Materials abatement to conditions equal to or better than original as specified in individual scope of work. For example, all fixtures (lights, alarms, intercoms, grills, HVAC ducting, etc.) will be replaced by the Contractor at no additional cost (unless demolition is the ultimate goal of the project). The Contractor shall, during the progress of work, remove and dispose all debris (non-asbestos containing included) and keep the premises clean. Upon completion of the work, the Contractor shall remove all construction equipment and surplus materials (except materials that are to remain the property of the school district as provided in the specifications). Any damages caused during the performance of Hazardous Materials abatement activities shall be repaired by the Contractor (e.g. paint peeled off by barrier tape, nail holes, water damage, broken glass) at no additional expense to said school district.

## **II. APPLICABLE STANDARDS AND GUIDELINES**

### **A. GENERAL REQUIREMENTS**

All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing Hazardous Materials abatement or other regulated materials and any other trade work done in conjunction with the Hazardous Materials abatement.

The most recent edition of any relevant regulation, standard, document or code shall be in effect. In the event of conflict between the job requirements or these specifications, the more stringent shall govern.

Copies of all standards, regulations, codes and other applicable documents, including this specification and those listed in Section 1.5.2 shall be available at the work site in the clean change area of the worker decontamination system.

### **B. SPECIFIC REQUIREMENTS**

#### **Occupational Safety and Health Administration (OSHA)**

- **TITLE 29 CODE OF FEDERAL REGULATIONS SECTION 1910.1001** - General Industry Standard For Asbestos.
- **TITLE 29 CODE OF FEDERAL REGULATIONS SECTION 1910.134** - General Industry Standard For Respiratory Protection.
- **TITLE 29 CODE OF FEDERAL REGULATIONS SECTION 1926.1101** - Construction Industry
- **TITLE 29 CODE OF FEDERAL REGULATIONS SECTION 1910.2** - Access To Employee Exposure And Medical Records
- **TITLE 29 CODE OF FEDERAL REGULATIONS SECTION 1910.** - Hazard Communication
- **ENVIRONMENTAL PROTECTION AGENCY (EPA)**

- **TITLE 40 CODE OF FEDERAL REGULATIONS PART 61-** National Emission Standard For Asbestos.
- **TITLE 40 CODE OF FEDERAL REGULATIONS PART 763 -** Asbestos Abatement Projects; Worker
- **PROTECTION; FINAL RULE AND ASBESTOS-CONTAINING MATERIALS IN SCHOOLS; FINAL RULE AND NOTICE; MODEL ACCREDITATION PLAN.**
- **THE CONTRACTOR MUST COMPLY WITH NEW MEXICO STATE CONSTRUCTION INDUSTRIES LICENSING ACT AND LPG ACT, 1978.**

### **C. SUBMITTALS NOTICES**

Contractor shall submit the following forms: Labor and Materials Payment Bond, and Performance Bond (if applicable). See Appendix A.: Use AIA documents or similar forms acceptable to Owner.

#### **1. PRIOR TO COMMENCEMENT OF WORK, AT PRE-START MEETING:**

- a. Should Hazardous Materials abatement projects involving greater than 260 linear feet of pipe insulation or 160 square feet of sprayed, troweled or otherwise applied material or covering or composing building structures or components, send written notification in accordance with 40 CFR Part 61, to the appropriate State or Federal air pollution control agency responsible for the enforcement of the National Emission Standard for Hazardous Air Pollutants (NESHAPP). Provide the school district with a copy of the notice. The Contractor shall provide evidence that the EPA has been notified of the removal procedures and the location of the waste disposal.
- b. Submit proof satisfactory to the school district that required permits, site location and arrangements for transport and disposal of asbestos containing materials have been made. Submit the name of the landfill to be used for the disposal. Submit proof that all regulations pertaining to asbestos disposal will be met. Obtain and submit a copy of an asbestos manifest signed by the owner of the landfill.
- c. Submit documentation satisfactory to the school district that the Contractor's employees, including foremen, supervisors and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of Hazardous Materials abatement activities, have received adequate training and understand the hazards of asbestos.
- d. Submit documentation from a physician that all employees or agents who may be exposed to airborne asbestos in excess of background level have been medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required in OSHA 29 CFR 1910 and OSHA 29 CFR 1926. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the work place environment (e.g. high temperatures, humidity, chemical containments) that may impact on the employee's ability to perform work activities.
- e. Submit to the school district, for each individual project, shop drawings for layout and construction of decontamination enclosure systems and barriers for isolation of the work area as detailed in this specification and required by applicable regulations. (The school district may wish to specify these layouts in the specifications.) With the school district, two (2) days prior to mobilization, inspect the premises wherein all Hazardous Materials abatement and Hazardous Materials abatement related activities will occur and submit a statement signed by both, agreeing

on building and fixture condition prior to the commencement of work.

- f. Submit manufacturer's certification that HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conform to ANSI Z9.2-79. When rental equipment is to be used in Hazardous Materials abatement areas or to transport asbestos contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to the school district with close out documents.
- g. Document NIOSH & MSHA approvals for all respiratory protective devices utilized on site. Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters.
- h. Submit pre-abatement air sampling results (if conducted, these samples are optional, since the Contractor rarely has access to the site prior to job initiation.) Include location of samples, name of Air Sampling Professional, equipment, and methods utilized for sampling and analysis.
- i. Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be in accordance with procedures as detailed in the OSHA 29 CFR 1910.

## **2. DURING HAZARDOUS MATERIALS ABATEMENT ACTIVITIES AND TO BE INCLUDED IN CLOSEOUT DOCUMENTS**

- a. Submit weekly to the Project Manager (or as otherwise required by the school district) job progress reports detailing Hazardous Materials abatement activities. Include review of progress with respect to previously established milestones and schedules, major problems and action taken, injury reports, equipment breakdown and bulk material and air sampling results conducted by Contractor's Project Monitor.
- b. Submit copies to the Project Manager of all transport manifest, trip tickets and disposal receipts for all asbestos waste materials removed from the work area during the Hazardous Materials abatement process by the next business day and in the closeout documents.
- c. Submit daily to the Project Manager, copies of work site entry logbooks with information on worker and visitor access.
- d. Prior to use on the project and at least weekly during the project, submit log documents to the Project Manager of HEPA filter inspection of HEPA vacuums for damage and proper installation and differential pressure readings on negative pressure ventilation units.
- e. Submit manometer readings. A hand written hourly log may be substituted for machine printout for verification of negative .02 inches water column on negative pressure enclosure.
- f. Submit to the Project Manager results of bulk material analysis and air sampling data collected during the course of the Hazardous Materials abatement including OSHA compliance air monitoring results.
- g. Submit to the Project Manager results of material testing conducted during the Hazardous Materials abatement for purposes of utilization during Hazardous Materials abatement activities (e.g. testing of Encapsulants for depth of penetration, testing of substitute materials for adherence to encapsulated surfaces.)
- h. Post in the clean room area of the worker decontamination enclosure, a list containing the names, addresses, and telephone numbers of the Contractor, the school district contacts, the Asbestos Project Monitor, the General Superintendent, the testing laboratory and any other personnel who



may be required to assist during Hazardous Materials abatement activities (e.g. Safety Officer, Building Maintenance Supervisor, Energy Conservation Officers).

**3. SAID SCHOOL DISTRICT AS BUILDING OWNER SHALL**

**a. PRIOR TO COMMENCEMENT OF WORK:**

- i. Submit to the Contractor, results of pre-abatement air sampling (if conducted) including location of samples, names of the Air Sampling Professional, equipment utilized and method of analysis.
- ii. Provide to the Contractor information concerning access, shut down and protection requirements of certain equipment and systems in the work area.

**b. DURING ABATEMENT**

- i. Submit to the Contractor, results of bulk material analysis and air sampling data collected during the course of the Hazardous Materials abatement. These sample results are for information only. They serve only to monitor Contractor performance during the project and shall not release the Contractor from any responsibility to sample for OSHA compliance.

**4. SITE SECURITY**

- a. The work area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of Subcontractors, State and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the clean room of the worker decontamination facility. This list, which shall include names and social security numbers, will be submitted to the said school district Police/Security prior to the project start date.
- b. The Contractor shall report entry into the work area by unauthorized individuals immediately to said school district.
- c. A logbook shall be maintained in the clean room area of the worker decontamination system. Anyone who enters the work area must record name, affiliation, time in, and time out for each entry.
- d. The Contractor is responsible to ensure security to the building in areas that may have been modified as necessary for the project. The Contractor is responsible for any modifications including parts and labor. At completion of project, all modifications must be returned to pre-abatement conditions.
- e. Access to the work area shall be through a single worker decontamination system in a designated location at the work site. All other means of access (doors, windows, hallways, etc.) shall be blocked by temporary walls constructed by the Contractor or locked so as to prevent entry to or exit from the work area. The only exceptions for this rule are the waste pass-out airlock which shall be sealed except during removal of containerized asbestos waste from the work area, and emergency exits in case of fire or accident. Emergency exits shall not be locked from the inside, however, they shall be sealed with polyethylene sheeting and tape until needed. Contractor shall inspect and record time of inspection on a daily log.
- f. Contractor should have control of site security during Hazardous Materials abatement operations whenever possible, in order to protect work efforts and equipment. The Contractor will be issued a key to the worksite. The Contractor will be responsible for returning keys to said school district at the completion of the project. If keys are not returned or lost, the contractor will be invoiced

for re-keying the respective property.

- g.** Contractor will have said school district assistance in notifying building occupants of impending activity and enforcement of restricted access by school district employees.

## **5. EMERGENCY PLANNING**

- a.** Emergency planning shall be developed prior to Hazardous Materials abatement initiation and agreed to by Contractor and said school district.
- b.** Emergency procedures shall be in written form and prominently posted in the clean change area and equipment room of the worker decontamination area. Everyone prior to entering the work area must read and sign these procedures to acknowledge receipt and understanding of work site layout, location and emergency exists and emergency procedures.
- c.** Emergency planning **shall** include written notification of police, fire and emergency medical personnel of planned Hazardous Materials abatement activities, work schedule and layout of work area, particularly barriers that may affect response capabilities. Submit with close out documents.
- d.** Emergency planning shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided.
- e.** Employees shall be trained in evacuation procedures in the event of work place emergencies.
- f.** For non-life threatening situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the work place to obtain proper medical treatment.
- g.** For life threatening injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker, remove him/her from the work place and secure proper medical treatment.
- h.** Telephone numbers of all emergency response personnel shall be prominently posted in the clean change area and equipment room, along with the location of the nearest telephone.

## **6. PRE-START MEETING**

- a.** The successful Bidder shall attend a pre-start job meeting on each project. Attending this meeting may be representatives of said school district and its agents along with testing/monitoring personnel (e.g. Asbestos Project Manager, Air Sampling Professional) who will actually participate in said school district testing/monitoring program.
- b.** The Contractor and supervisory personnel who will provide on-site direction of the Hazardous Materials abatement activities must attend. The Contractor's Air Sampling, Professional shall also attend.
- c.** At this meeting the Contractor shall provide all submittals as required. In addition contractor shall be prepared to provide detailed information concerning:
  - i.** Preparation of work area.
  - ii.** Personal protective equipment including respiratory protection and protective clothing.
  - iii.** Employees who will participate in the project, including delineation of experience, training, and assigned responsibilities during the project.

- iv. Decontamination procedures for personnel, work area and equipment.
- v. Hazardous Materials Abatement methods and procedures to be utilized.
- vi. Required air-monitoring procedures.
- vii. Procedures for handling and disposing of waste materials.
- viii. Procedures for final decontamination and clean up.
- ix. A sequence of work and performance schedule.
- x. Procedures for dealing with heat stress.
- xi. Emergency procedures.

## **MATERIALS AND EQUIPMENT**

### **I. MATERIALS**

#### **A. GENERAL (ALL HAZARDOUS MATERIALS ABATEMENT PROJECTS)**

1. The New Mexico Public School Facilities Authority and said school district reserves the right to inspect materials to determine the quality, fitness and suitability of such materials. Inspection of materials may be conducted whenever considered necessary by NMPSFA or said school district. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name (where applicable).
2. Store all materials subject to damage off the ground, away from wet or damaged surfaces and under cover sufficient enough to prevent damage or contamination. Replacement materials shall be stored outside of the work area until Hazardous Materials abatement is completed.
3. Damaged or deteriorating materials shall not be used and shall be removed from the work site and disposed of properly.
4. Polyethylene sheeting for walls and stationary objects shall be a minimum of 2 layers of 4 mils thick. Floors and all other critical barriers: sheeting of at least 6 mil thickness shall be used in widths selected to minimize the frequency of joints.
5. Method of attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and said school district and selected to provide secure containment throughout the project and secondly to minimize damage to equipment and surfaces. Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray glue, staples, nails, screws or other effective procedures capable of sealing adjacent sheets of polyethylene and capable of sealing polyethylene to dissimilar finished and unfinished surfaces under both wet and dry conditions (including the use of amended water). Any damage to surfaces will be repaired to original condition or better.
6. Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white or black in color.
7. Special materials required to protect objects in the work area should be detailed (e.g. plywood over carpeting or hardwood floors to prevent damage from scaffolds and falling material) during pre-start meeting for individual projects.
8. Disposal bags shall be of 6 mil. polyethylene, preprinted with labels as required by EPA regulation 40 CFR 61.152 (b)(i)(iv) or OSHA requirement 29 CFR 1910.1001 (g)(2)(ii).
9. Disposal drums shall be metal or fiberboard with locking ring tops.
10. Use adhesive labels as per EPA or OSHA requirements.
11. Warning signs as required by OSHA 29 CFR 1910.1926.

## **B. REMOVAL**

1. Surfactant (wetting agent) shall be a 50/50 mixture of Polyoxyethylene ether and Polyoxyethylene ester, or equivalent, mixed in a proportion of 1 fluid ounce to 5 gallons of water or as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56 "Surface and Interfacial Tension of Solutions of Surface Active Agents.") Where work area temperature may cause freezing of the amended water solution, the addition of ethylene glycol in amounts sufficient to prevent freezing is permitted.
2. Encapsulating agent to be applied to surfaces from which asbestos-containing material has been stripped. The Contractor will test the adhesion if new material is to be applied to the encapsulated substrate. Some manufacturers of replacement materials will not provide a material warranty on products applied over painted, encapsulated or otherwise coated surfaces. Without proper testing, the material may "fail" and require replacement at the Contractor's expense.

## **C. ENCAPSULATION**

1. Encapsulation materials shall be bridging or penetrating type and conform with the following characteristics:
2. Encapsulants should not be solvent based or utilize a vehicle (the liquid in which the solid parts of the Encapsulants are suspended) consisting of hydrocarbons.
3. Encapsulants shall not be flammable.
4. Additional requirements if necessary will be given in the scope of the work for individual projects (Note: Encapsulation may significantly alter the acoustical characteristics of a material, the fire rating of a material, or the bond of the material to the substrate. These factors must be considered during the Hazardous Materials abatement method selection process.)
5. Additional materials as necessary for removal, as specified.

## **II. EQUIPMENT**

### **A. GENERAL (ALL HAZARDOUS MATERIALS ABATEMENT PROJECTS)**

1. Air patent selected by Contractor must be public domain or Contractor must have license to use. Contractor shall provide a release of liability to the Building Owner.
2. A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI 29.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002. Guidance for Controlling Friable Asbestos Containing Materials in Buildings. Recommended Specifications and Operating Procedures for the Use of Negative Pressure Systems for Hazardous Materials Abatement shall be utilized so as to provide one work place air change every 15 minutes or operated in accordance with 29 CFR 1926, Negative Enclosures.
3. To calculate total air flow requirement:

$$\text{Total feet}^3/\text{min.} = \frac{\text{Vol. of work area (in feet}^3\text{)}}{15 \text{ min.}}$$

4. To calculate the number of units needed for the Hazardous Materials abatement:

$$\text{Number of units needed} = \frac{\text{Total feet}^3/\text{min.}}{\text{Capacity of unit in feet}^3/\text{min.}}$$

5. For small enclosures and glove bags, a HEPA filtered vacuum system may be utilized to

provide negative air pressure complying with negative pressure glove bags.

6. Submit a manometer log or Chart showing minimum of .02 inches of reduced pressure in inches of water column.
7. Respirators shall be provided that have been tested and approved by the OSHA Administration for use in asbestos contaminated atmospheres.
8. Full body disposable protective clothing, including head, body and foot coverings of material impenetrable by asbestos fibers (Tyvek R or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.
9. Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided to all workers and authorized visitors.
10. Nonskid footwear shall be provided to all Hazardous Materials abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
11. A sufficient supply of disposable mops, rags and sponges for work area decontamination shall be available.

## **B. REMOVAL**

1. A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided as needed.
2. Sprayers with pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.
3. Rubber dust pans and rubber squeegees shall be provided for cleanup.
4. Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.
5. Sufficient supplies of HEPA filtered vacuum systems shall be available during clean up.

## **C. ENCAPSULATION**

1. Encapsulants shall be sprayed using airless spray equipment. Nozzle pressure should be adjustable within the 400 to 1500 psi range.
2. Additional support equipment as needed.
3. The nature of the Encapsulants may affect the requirements for respiratory protection. Vapors that may be given off during Encapsulants application must be taken into account when selecting respirators, if types other than air supplied are used.

## **D. SUBSTITUTIONS**

### **1. APPROVAL REQUIRED:**

The Contract is based on the materials, equipment and methods described in the Contract Documents.

NMPSFA and said school district may consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by NMPSFA and said school district to evaluate the proposed substitution.

Do not substitute materials, equipment or methods unless such substitution has been specifically approved for this work by NMPSFA and said school district at pre-start meeting.

**2. "OR EQUAL":**

If the phrase "or equal" or "or equal as approved by the Owner (or NMPSFA)" occurs in the Contract Document, do not assume that materials, equipment or methods will be approved by NMPSFA and said school district unless the item has been specifically approved for the work by NMPSFA and said school district.

The decision of NMPSFA and the said school district shall be final.

Separate substitute bids: Bidders may, if they wish, submit completely separate bids using materials and methods other than those described in the Contract Documents, provided that all substitutions are clearly identified and described, and that the Bid in all other respects is in accordance with the provisions of the Contract Documents.

**3. AVAILABILITY OF SPECIAL ITEMS:**

Verify during the estimation phase that all specified items will be available in time for installation during orderly and timely progress of the work.

In the event that specified items will not be so available, notify the school district prior to acceptance of the jobs.

Costs of delays because of non-availability of specified items, when the Contractor could have avoided such delays, will be back charged as necessary and shall not be borne by NMPSFA or said school district.

**III. EXECUTION**

**A. PREPARATION**

**1. WORK AREAS:**

- a. Post Danger signs meeting the specifications of OSHA 29 CFR 1910.1926 at any location and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of work place enclosure barriers.
- b. Shut down and lock out electric power to all work areas. The contractor will provide adequate temporary power and lighting. Ensure safe installation (including ground faulting) of temporary power sources and equipment by compliance with all applicable electrical code requirements and OSHA requirements for temporary electrical systems.
- c. Shut down and lock out all heating, cooling and air conditioning system (HVAC) components that are in, supply or pass through the work area. (Note: Interiors of existing ductwork may require decontamination. This may be done during the preclearing phase of operations before the ductwork is sealed off or during the final cleaning phase prior to re-engagement of the system. Appropriate equipment and control measures shall be utilized to prevent contamination of building spaces during this operation. Adequate cleaning of ductwork may sometimes be accomplished by drawing high volumes of air through the system using the HEPA filtered negative pressure ventilation units.) Investigate the work area and agree on pre-abatement condition with APS. Seal all intake and exhaust vents in the work area with tape and a double layer of 6 mil. Polyethylene. Also seal any seams in

system components that pass through the work area. Remove all HVAC system filters and place in labeled 6 mil. Polyethylene bags for staging and eventual disposal as asbestos contaminated waste.

- d. The Contractor shall provide sanitary facilities for Hazardous Materials abatement personnel outside of the enclosed work area maintain them in a clean and sanitary condition throughout the project as per OSHA 29 CFR 1910.120, Toilet Facilities.
- e. APS will provide water access for construction purposes. Contractor shall connect to existing district system. Contractor must provide a backflow prevention. In the event that water to the site is unavailable, the Contractor is responsible for providing water.
- f. **Pre-clean** all movable objects within the work area using a HEPA filtered vacuum and/or wet cleaning methods as appropriate. After cleaning, these objects shall be removed from the work area and carefully stored in an uncontaminated location. Carpeting, drapes, clothing, upholstered furniture and other fabric items may be disposed of as asbestos contaminated waste or cleaned as asbestos contaminated items utilizing HEPA vacuum techniques and off premises steam cleaning. Since adequate cleaning of severely contaminated fabric is difficult, said school district must carefully consider whether this option is appropriate prior to Hazardous Materials abatement.
- g. **Pre-clean all fixed objects in the work area using HEPA filtered vacuums and/or wet cleaning techniques as appropriate.** Careful attention must be paid to machinery behind grilles or grating where access may be difficult but contamination significant. Also pay particular attention to wall, floor and ceiling penetrations behind fixed items. After pre-cleaning, enclose fixed projects in double layer 6 mil. Polyethylene sheeting and seal securely in place with tape. Objects (e.g. permanent fixtures, shelves, electronic equipment, laboratory tables, sprinklers, alarm systems, closed circuit TV equipment and computer cables) which must remain in the work area and that require special ventilation or enclosure requirements should be identified during pre-start meeting with specified means of protection. (Contact the manufacturer for special protection requirements.) Control panels, gauges, etc. in the work area may require said school district access during Hazardous Materials abatement. These shall be designated and enclosures constructed with access flaps sealed with waterproof tape.
- h. **Pre-clean all surfaces in the work area using HEPA filtered vacuums and/or wet cleaning methods as appropriate.** Do not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos containing materials during the pre-cleaning phase. Seal off all windows, doorways, elevator openings, corridor entrances, drains, ducts, grilles, grates, diffusers, skylights and any other openings between the work area and uncontaminated areas outside of the work area (including the outside of the building, tunnels and crawl spaces) with a double layer of 6 mil. Polyethylene sheeting and tape. (Isolating work area from occupied areas.)
- i. Cover floors in the work area with polyethylene sheeting.
- j. Floors shall be covered with (3) three layers of 6 mil sheeting (minimum 2 layers 6 mil and a 6 mil drop cloth). Floors requiring special protection will be specified. Carpeting, hardwood flooring and tile floors may be damaged by leaks of water, ladder feet, scaffold wheels, etc. The Owner may require additional layers of protection such as plywood, canvas drop cloths or extra plastic sheeting. When specified, red powder will be used between

layers to detect leaks in floor. Additional layers of sheeting may be utilized as drop cloths to aid in cleanup of bulk materials.

- k. Plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring material. A distance of at least 6 feet between seams is sufficient. Do not locate any seams at wall floor joints.
- l. Floor sheeting shall extend at least 12" up sidewalls at the work area.
- m. Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of materials. (Vinyl sheeting may be used for improved traction on floors.)
- n. Cover walls in the work area with polyethylene sheeting. Walls that are non-porous and will not be damaged by water, and surfactant may not need to be covered. They can be decontaminated using HEPA vacuums and wet cleaning techniques. Walls with mortar joints (e.g. tile) are considered porous. In addition, openings through these walls to uncontaminated areas of the building must be sealed as described in Section 3.1.1.9.
- o. Walls shall be covered with two layers of 4 mil. Polyethylene sheeting.
- p. Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least 6 feet.
- q. Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.
- r. Wall sheeting shall be secured adequately to prevent it from falling away from the walls for the duration of the project. This will require additional support/attachment when negative pressure ventilation systems are utilized.

## **2. WORKER DECONTAMINATION ENCLOSURE SYSTEMS**

- a. Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area. One system at a single location for each contained work over is preferred. These systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed in polyethylene sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support as appropriate.
- b. Plans for construction, including materials and layout, shall be submitted as shop drawings and approved, in writing by said school district prior to work initiation. Worker decontamination enclosure systems constructed at the work site shall utilize 6 mil. Opaque black or white polyethylene sheeting or other acceptable materials for privacy. Detailed descriptions of portable, prefabricated units, if used, must be submitted for said district approval. Plans must include floor plan with dimensions, materials, size, thickness, plumbing and electrical utilities.
- c. The worker decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room, each separated from each other and from the work area by curtained doorways.
- d. Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through curtained doorways consisting of two sheets of overlapping polyethylene sheeting. One sheet shall be secured at the top and left side, the other sheet at the top and



right side. Both sheets shall have weights attached to the bottom to insure that they hang straight and maintain a seal over the doorway when not in use. Doorway designs, providing equivalent protection and acceptable to said school district may be utilized.

- e. Access between the decontamination enclosure systems shall be through a curtained door with a minimum of 3 feet separating each curtained doorway. Pathways into (from clean to contaminated) and out from (contaminated to clean) the work area shall be clearly designated.
- f. Clean room shall be sized to adequately accommodate the work crew. Clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. A location for postings shall also be provided in this area. Whenever possible, a lockable door shall be used to permit access into the clean room from outside the work area. Lighting, heat and electricity shall be provided as necessary for comfort. This space shall not be used for storage of tools, equipment or materials, (except as designated) or as office space.
- g. Shower room shall contain one or more showers as necessary to adequately accommodate workers. Each showerhead shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. The Contractor shall supply an adequate supply of soap, shampoo and towels, which shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 1.0 micron particle size collection capability. (Note: A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles.)
- h. The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the Hazardous Materials abatement may also be stored here as needed. A walk off pan (a small children's swimming pool or equivalent), filled with water shall be located in the work area just outside the equipment room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A labeled 6-mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear (e.g. rubber boots, other reusable footwear) shall be stored in this area for reuse the following work day.

**3. WASTE CONTAINER PASS-OUT CHAMBER (USUALLY REQUIRED ONLY FOR LARGE JOBS) AND EMERGENCY EXITS.**

- a. The waste container pass-out airlock shall be constructed at some location away from the worker decontamination enclosure system. Wherever possible, this shall be located where there is direct access from the work area to the outside of the building.
- b. This airlock system shall consist of a chamber, a container staging area, and another airlock with access to outside the work area.
- c. The waste container pass-out chamber shall be constructed in similar fashion to the worker decontamination enclosure system using similar materials and curtain doorway designs.
- d. The waste chamber shall not be used to enter or exit the work site.

- e. Emergency exits routes shall be established and clearly marked with red duct tape arrows or other effective designations to permit easy location from anywhere within the work area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting, which can be cut to permit egress if needed. These, exits may be the worker decontamination enclosure, the waste pass-out chamber and/or other alternative exits satisfactory to fire officials.
- f. Isolation of the work area from occupied areas of the building (said school district must clearly identify all areas that will be occupied.)
- g. The contaminated work area shall be separated from uncontaminated occupied areas of the building by the construction of airtight barriers.
- h. Walls shall be constructed of wood or metal framing to support barriers in all openings larger than 4'x8'.
- i. A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to work side of barrier.
- j. Cover both sides of partition with a double layer of 6-mil polyethylene sheeting with staggered joints and seal in place.
- k. Caulk edges of partition at floor, ceiling, walls and fixtures to form an airtight seal.
- l. Maintenance of work place barriers and work decontamination enclosure systems.
- m. Following completion of the construction of all polyethylene barriers and decontamination system enclosures and with negative air system running, allow overnight settling to insure that barriers will remain intact and secured to walls and fixtures before beginning actual Hazardous Materials abatement activities.
- n. All polyethylene barriers inside the workplace, in the worker decontamination enclosure system, in the waste container pass-out airlock and at partitions constructed to isolate the work area from occupied areas shall be inspected at least twice daily, prior to the start of each day's Hazardous Materials abatement activities and following the completion of the day's a Hazardous Materials abatement activities. Document inspections and observations in the daily project log.
- o. Damage and defects in the enclosure system are to be repaired immediately upon discovery.
- p. Use smoke tubes to test the effectiveness of the barrier system as required by 29 CFR 1926.
- q. At any time during the Hazardous Materials abatement activities after barriers have been erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs be made to barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.
- r. If air samples collected outside of the work area during Hazardous Materials abatement activities indicate airborne fiber concentrations greater than 0.01 f/cc or pre-measured background levels (whichever is lower) work shall immediately stop for inspection and repair of barriers. Clean up of surfaces outside of the work area using HEPA vacuums or wet-cleaning techniques may be necessary.
- s. Install and initiate operation of negative pressure ventilation equipment as needed to

provide one air change in the work area every 15 minutes. An additional backup HEPA ventilation unit shall be available on site and available for use in the event of failure of equipment. Openings made in the enclosure system to accommodate these units shall be made air tight with tape and/or caulking as needed. If more than one unit is installed, they should be turned on one at a time, checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Insure that adequate power supply is available to satisfy the requirements of the ventilating units. Negative pressure ventilation units shall be exhausted to the outside of the building whenever feasible. They shall not be exhausted into occupied areas of the building. Twelve-inch extension ducting shall be used to reach from the work area to the outside when required. Careful installation, air monitoring and daily inspections shall be done to insure that the ducting does not release fibers into uncontaminated building areas.

- t. Once constructed and reinforced as necessary, with negative pressure ventilation units in operation as required, test enclosure for leakage utilizing smoke tubes. Repair or reconstruct as needed.
- u. Clearly identify and maintain emergency and fire exits from the work area.
- v. Remove, clean and enclose in polyethylene sheeting the ceiling mounted objects such as lights and other items that may interfere with the Hazardous Materials abatement process and were not previously cleaned and sealed off. Utilize localized spraying of amended water and/or HEPA vacuums to reduce fiber dispersal during the removal of these fixtures.

#### **4. REMOVAL OF BUILDING STRUCTURAL COMPONENTS.**

1. After isolation of work area as described in previous sections and initiation of negative pressure ventilation, remove ceiling tiles/panels within the work area carefully. If panels are to be reused, vacuum with a HEPA filtered vacuum cleaner and carefully damp sponge and wrap cleaned tiles/panels in 4 mil polyethylene sheeting and seal with tape. Store as designated by APS (preferably outside of the work area). If tiles/panels are to be discarded it is not necessary to clean them, but wrap in a similar fashion and stage for disposal in the waste container pass-out airlock.
2. Where suspended ceiling T-grid components must be removed to perform the Hazardous Materials abatement, HEPA vacuum and wet sponge each piece after removal from hangers. Wrap clean grid pieces in 4-mil polyethylene sheeting and seal with tape. Store as designated by said school district or in waste staging area if designated for disposal.
3. When removal of ceiling grid suspension system is not necessary for accessibility, to the asbestos containing materials, leave the system in place and clean properly following completion of Hazardous Materials abatement.
4. Remove plaster/drywall ceilings including lathe, furring channel system, wire mesh, ties, clips, screws, nails and other accessory items as necessary and dispose of as asbestos contaminated waste material. As work progresses, spray ceiling materials and debris with amended water to keep wet until containerized for disposal.

#### **5. COMMENCEMENT OF WORK SHALL NOT OCCUR UNTIL**

1. Enclosure systems have been constructed and tested.
2. Negative pressure ventilation systems are functioning adequately.
3. All pre-abatement submissions, notifications, postings and permits have been provided and are satisfactory to said school district.

4. All equipment for Hazardous Materials abatement, clean up and disposal are on hand.
5. All worker training and certification is completed.
6. Contractor receives written permission from said school district to commence Hazardous Materials abatement.

**6. ALTERNATIVE PROCEDURES.**

1. Procedures described in this specification are to be utilized at all times.
2. If specified procedures cannot be utilized, a request must be made in writing to said school district providing details of the problem encountered and recommended alternatives.
3. Alternative procedures shall provide equivalent or greater protection than procedures that they replace.
4. Any alternative procedure must be approved in writing by said school district prior to implementation.

**7. WORK PLACE ENTRY AND EXIT PROCEDURES**

**a. Personnel Entry and Exit:**

- i. All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system.
- ii. All personnel who enter the work area must sign the entry log, located in the clean room upon entry and exit.
- iii. All personnel, before entering the work area, shall read and be familiar with all posted regulations, personal protection requirements (including work place entry and exit procedures) and emergency procedures. A sign off shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.
- iv. All personnel shall proceed first to the clean room, remove all street clothes and appropriately place on respiratory protection (as deemed adequate for the job conditions) and disposable coveralls, head covering and foot covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean respirators and protective clothing shall be provided and utilized by each person for each separate entry into the work area.
- v. Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the main work area.
- vi. Before leaving the work area all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures. (Small HEPA vacuums with brush attachments may be utilized for this purpose, however, larger machines may tear the suits.) Each person shall clean bottoms of protective footwear in the walk off pan just prior to entering the equipment room.
- vii. Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable and washable clothing into appropriately labeled containers for disposal.
- viii. Reusable, contaminated footwear shall be stored in the equipment room when not in use in the work area. Upon completion of Hazardous Materials abatement it shall be disposed of as asbestos contaminated waste. Rubber boots may be decontaminated at the completion of the Hazardous Materials abatement for reuse.
- ix. Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to

removal of respirator and shower and shampoo to remove residual contamination. Various types of respirators will require slight modification of these procedures. A powered air purifying respirator face piece may have to be disconnected from the Filter/power pack assembly, which is not waterproof, upon entering the shower. A dual cartridge respirator may be worn into the shower. Cartridges must be replaced for each new entry into the work area.

- x. After showering and drying off, proceed to the clean room and don clean disposable clothing if there will be later re-entry into the work area or street clothes if it is the end of the work shift.
- xi. These procedures shall be posted in the clean room and equipment room.

#### **8. WASTE CONTAINER PASS-OUT PROCEDURES.**

- a. Asbestos contaminated waste that has been containerized shall be transported out of the work area through the waste container pass-out airlock.
- b. Waste pass-out procedures shall utilize two teams of workers, an "inside" team and an "outside" team.
- c. The inside team wearing appropriate protective clothing and respirators for inside the work area shall clean the outside, including bottoms, of properly labeled containers (bags, drums, or wrapped components) using HEPA vacuums and wet wiping techniques and transport them into the waste container pass-out chamber. No worker from the inside team shall further exit the work area through this chamber.
- d. The outside team, wearing protective clothing and appropriately assigned respirators, shall enter the chamber from outside the work area, enclose the drums in clean, labeled, 6 mil polyethylene bags and remove them from the waste-out to the outside. No worker from the outside team shall further enter the work area through this chamber.
- e. The exit from this chamber shall be secured to prevent unauthorized entry.

### **IV. PERSONNEL PROTECTION REQUIREMENTS**

#### **A. TRAINING**

- 1. Prior to commencement of Hazardous Materials abatement activities all personnel who will be required to enter the work area or handle containerized asbestos containing materials must have received adequate training in accordance with AHERA and OSHA regulations.
- 2. Special onsite training on equipment and procedures unique to this job site shall be performed as required.
- 3. Training in emergency response and evacuation procedures shall be provided.

#### **B. RESPIRATORY PROTECTION**

- 1. All respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (b) (1-11). This program shall be posted in the clean room of the worker decontamination enclosure system.
- 2. Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.
- 3. Respirators shall be selected that meet the following level of protection requirements:
  - a. **It is imperative, however, that adequate air monitoring of fiber levels and a well-designed respiratory protection program (in accordance with 29 CFR 1910.134) be**

**implemented.** Key points of the respirator program include proper selection of respirator type and size, training of personnel in the proper inspection, donning, use, cleaning and maintenance procedures for the respirator selected including their use, limitations, and a good fitting and fit testing program to provide proper protection. Single use disposable respirators are not recommended for use during any Hazardous Materials abatement activities; however, they may be allowed if initial exposure assessment indicates the downgrade. Negative pressure, dual-cartridge, respirators shall be equipped with high efficiency filters and exhalation and inhalation valves to permit the performance of positive and negative pressure fit checks.

- b. Contractor will collect personal air samples on their employees during Hazardous Materials abatement and shall submit copies of all personal air monitoring as required by OSHA. The Contractor shall submit evidence that the firm participates in the NIOSH Proficiency Analytical Testing Program (PAT) and have been found proficient or is accredited by the AIHA for asbestos.

### **C. FIT CHECKS AND FIT TESTING**

1. Workers must perform positive and negative air pressure fit checks each time a respirator is put on, whenever the respirator design so permits. Powered air purifying respirators shall be tested for adequate flow as specified by the manufacturer.
2. Workers shall be given a qualitative fit test in accordance with procedures detailed in OSHA 1910 and 1926 for all respirators to be used on this Hazardous Materials abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.
3. Documentation of adequate respirator fit must be provided to said school district.
4. No one wearing a beard shall be permitted to don a respirator and enter the work area.
5. Additional respirators (minimum of 2 of each type) and training on their donning and use must be made available at the work site for authorized visitors who may be required to enter the work area

### **D. PROTECTIVE CLOTHING**

1. Disposable clothing including head, foot and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.
2. Hard hats, protective eyewear, gloves, rubber boots and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

### **E. REMOVAL PROCEDURES**

1. Clean and isolate the work area.
2. Wet all asbestos containing material with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material to the substrate, however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. If work area temperatures are below 32 degrees and amended water is subject to freezing, dry removal permits and procedures must be utilized.
3. Maintain a high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos containing materials but, shall nonetheless be used in all cases.

4. Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
5. Material removed from building structures or components shall not be dropped or thrown to the floor. Material should be removed as intact sections or components whenever possible and carefully lowered to the floor. If this cannot be done for materials greater than 50 feet above the floor, a dust tight chute shall be constructed to transport the material to containers on the floor or the material may be containerized at elevated levels (e.g. on scaffolds) and carefully lowered to the ground by mechanical means. For materials between 15 to 50 feet above the ground may be containerized at elevated levels or dropped onto inclined chutes or scaffolding for subsequent collection and containerization.
6. Containers (6 mil polyethylene bags or drums) shall be sealed when full. (Wet material can be exceedingly heavy. Double bagging of waste material is usually necessary. A determination of need for single or double bags must be made early in the Hazardous Materials abatement process and agreed to by said school district. Bags shall not be overfilled. They should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in a gooseneck fashion. Do not seal bags with wire or cord. (Bags may be placed in drums for staging or transportation to the landfill. Bags shall be decontaminated on exterior surfaces by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops.)
7. Large components removed intact shall be wrapped in 2 layers of 6-mil polyethylene sheeting secured with tape for transport to the landfill.
8. Asbestos containing waste with sharp edged components (e.g. nails, screws, metal lath, tin sheeting) will tear the polyethylene bags and sheeting and shall be placed into drums for disposal.
9. After completion of all stripping work, surfaces from which asbestos containing materials have been removed shall be wet brushed and sponged or cleaned by some equivalent method to remove all visible residue.
10. Clean up shall proceed in accordance with Section 3.6.
11. After the work area has been rendered free of visible residues, a thin coat of satisfactory encapsulating agent shall be applied to all surfaces in the work area including structural members, building components and plastic sheeting on walls, floors and covering non-removable items, to seal in non-visible residue.
  - a. High temperature components such as boilers and pipes may not permit the application of some Encapsulants.
  - b. If insulation or acoustical materials are to be re-applied to the abated area, be certain that the Encapsulants selected will permit good adhesion to the substrate. A small area should be tested before application.

## **F. ENCAPSULATION PROCEDURES**

1. Prior to the application of either a bridging or penetrating Encapsulants, the load bearing characteristics of the friable material need to be tested in accordance with EPA. The results must be submitted to said school district before proceeding with work.
2. Clean and isolate the work area

3. Repair damaged and missing areas of existing sprayed or troweled material with non- asbestos containing substitutes. Material must adhere adequately to existing surfaces and provide an adequate base for application of encapsulating agents. Filler material shall be applied in accordance with manufacturer's recommended specifications.
4. Remove loose or hanging asbestos containing materials in accordance with the requirements of Section 3.4.
5. **Bridging type Encapsulants**
  - a. Apply bridging type encapsulants to provide 0.004 inches of minimum dry film thickness over sprayed asbestos surfaces.
6. **Penetrating type encapsulant**
  - a. Penetrating encapsulants used must be first field tested to insure proper penetration into the asbestos-containing material. Results must be submitted to the Environmental Management Department before work proceeds.
  - b. Apply penetrating type encapsulant to penetrate existing sprayed asbestos materials by 100% with field test of 80-100%.
  - c. Apply penetrating encapsulant to penetrate existing sprayed asbestos materials uniformly to substrate.
  - d. During treatment with a penetrating type encapsulant, the contractor shall release selected random core samples of the asbestos containing materials in the presence of said school district to check the depth of penetration.
  - e. Apply encapsulants using airless spray equipment.

#### **G. CLEAN UP PROCEDURE**

1. Remove and containerize all visible accumulations of asbestos containing material and asbestos containing debris utilizing rubber dustpans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste. Special care shall be taken to minimize damage to floor sheeting.
2. Wet clean all surfaces in the work area using rags, mops and sponges, as appropriate.
3. Remove the cleaned outer layer of polyethylene sheeting from walls and floors. Windows, doors, HVAC system vents and all other openings shall remain sealed. The negative pressure ventilation units shall remain in continuous operation. Decontamination enclosure systems shall remain in place and be utilized.
4. After cleaning the work area and applying an encapsulating agent, wait at least 24 hours to allow fibers to settle. HEPA vacuum and wet clean all objects and surfaces in the work area again.
5. Remove all containerized waste from the work area and waste container pass out airlock.
6. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.
7. The said school district Project Manager will inspect the work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and the 24-hour settling period/cleaning cycle repeated.
8. The work area shall be cleaned until it is in compliance with State and Local requirements



and/or any more stringent criteria agreed upon by the Contractor and said school district prior to initiation of Hazardous Materials abatement activities. (Criteria should be in the form of visual inspections and airborne fiber concentrations.)

**9. ADDITIONAL CLEANING CYCLES SHALL BE PROVIDED, AS NECESSARY, AT NO COST TO SAID SCHOOL DISTRICT UNTIL SAID CRITERIA HAVE BEEN MET.**

- 10.** Following the satisfactory results of clearance air monitoring, remaining barriers may be removed and properly disposed of. A final visual inspection by said school district shall insure that no contamination remains in the work area. Unsatisfactory conditions may require additional cleaning and air monitoring. (See Re-establishment of the Work Area.)

**H. CLEARANCE AIR MONITORING**

1. Following the completion of cleanup operations, the contractor shall notify said school district that work areas are ready for clearance air monitoring.
2. Said school district shall then arrange for an Air Monitoring Professional to perform final visual inspections and to sample the air in the work area for airborne fiber concentrations.
3. The use of TEM (Transmission Electron Microscopy) will be used for clearance air monitoring. Volume requirements for electron microscope methods will be discussed with the analytical laboratory.
4. The number of samples that are required and the specific locations where they shall be taken will be established by said school district before Hazardous Materials abatement activity begins.
5. Aggressive sampling shall be performed with a specified number of portable fans circulating air in the work area to simulate actual use conditions. Negative pressure ventilation units shall not be utilized for this purpose.
6. Air sampling shall be analyzed by Phase Contrast Microscopy during Hazardous Materials abatement and clearance if the square footage is less than or equal to 160 and linear footage is less than or equal to 260. Otherwise, Transmission Electron Microscopy will be used for clearance.
7. An average of five inside samples shall indicate concentrations of asbestos fibers less than 70 s/mm<sup>2</sup> (TEM) for release of the work area.
8. Areas exceeding this level shall be re-cleaned using procedures in Section 3.6 and retested until satisfactory levels are obtained.

**I. DISPOSAL PROCEDURES**

1. As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled containers of asbestos containing waste shall be removed and transported to the prearranged disposal location.
2. Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAP and applicable State and Local guidelines and regulations.
3. All dump receipts, trip tickets, transportation manifests or other documentation of disposal shall be delivered to said school district for its records. A recommended record keeping format utilizes a chain of custody form which includes the names and addresses of the Generator (said school district), Contractor, pick up site, and disposal site, the estimated quantity of the asbestos waste and the type of containers used. The form should be signed by the Generator, the

Contractor, and the disposal site operator, as the responsibility for the material changes hands. If a separate hauler is employed, his name, address, telephone number and signature should also appear on the form.

#### **J. TRANSPORTATION TO THE LANDFILL**

1. Once drums, bags and wrapped components have been removed from the work area, they shall be loaded into an enclosed truck for transportation.
2. When moving containers, utilize hand trucks, carts and proper lifting techniques to avoid back injuries. Trucks with lift gates are helpful for raising drums during truck loading.
3. The enclosed cargo area of the truck shall be free of debris and lined with 6 mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the sidewalls. Wall sheeting shall be overlapped and taped into place.
4. Drums shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structure components shall be secured to prevent shifting and bags placed on top. Do not throw containers into truck cargo area.
5. Personnel loading asbestos containing waste shall be protected by disposable clothing including head, body and foot protection and at a minimum, half face piece, air purifying, dual cartridge respirators equipped with high efficiency filters.
6. Any debris or residue observed on containers or surfaces outside of the work area resulting from clean up or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet methods as appropriate.
7. Large metal dumpsters are sometimes used for asbestos waste disposal. These should have doors or tops that can be closed and locked to prevent vandalism or other disturbance of the bagged asbestos debris and wind dispersion of asbestos fibers. Non-bagged material shall not be placed in these containers, nor shall be used for non-asbestos waste. Bags shall be placed, not thrown.

#### **K. DISPOSAL AT THE LANDFILL**

1. Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos containing waste.
2. Bags, drums and components shall be inspected as they are off loaded at the disposal site. Material in damaged containers shall be repacked in empty drums or bags as necessary.
3. Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers).
4. Personnel offloading containers at the disposal site shall wear protective equipment consisting of disposable head, body and foot protection and, at a minimum, half face piece, air purifying, dual cartridge respirators equipped with high efficiency filters.
5. Following the removal of all containerized waste, the truck cargo area shall be decontaminated using HEPA vacuums and/or wet methods to meet the no visible residue criteria. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials and protective clothing, in bags or drums at the disposal site.
6. If landfill personnel have not been provided with personal protective equipment for the

compaction operation by the landfill operator, Contractor shall supply protective clothing and respiratory protection for the duration of this operation.

#### **L. RE-ESTABLISHMENT OF THE WORK AREA**

1. Re-establishment of the work area shall only occur following the completion of clean up procedures and after clearance air monitoring has been performed and documented to the satisfaction of said school district as the Building Owner.
2. Polyethylene barriers shall be removed from walls and floors at this time, maintaining decontamination enclosure systems and barriers over doors, windows, etc., as required.
3. The Contractor and said school district shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning requirements
4. Additional air monitoring shall be performed in accordance with Section 3.8 if additional cleanup is necessary.
5. Following satisfactory clearance of the work area, remaining polyethylene barriers may be removed and disposed of as asbestos contaminated waste.
6. At the discretion of the Contractor, mandatory requirements for personal protective equipment may be waived following the removal of all barriers.
7. Re-secure mounted objects removed from their former positions during area preparation activities.
8. Relocate objects that were removed to temporary locations back to their original positions.
9. Re-establish HVAC mechanical and electrical systems in proper working order. Remove contaminated HVAC system filters and dispose of as asbestos contaminated waste. Decontaminated filter assembly using HEPA vacuums and wet cleaning techniques. Install new filters in HVAC systems. Dispose of old filters.
10. Repair all areas of damage that occurred as a result of Hazardous Materials abatement activities.

#### **V. SUPPORT ACTIVITIES AND PERSONNEL**

##### **A. TRAINING**

1. Training shall be provided by the Contractor to all employees or agents who may be required to disturb asbestos containing or asbestos contaminated materials for Hazardous Materials abatement and auxiliary purposes and to all supervisory personnel who may be involved in planning, execution or inspection of Hazardous Materials abatement projects.
2. Training shall provide, at a minimum, information on the following topics:
3. The health hazards of asbestos including the nature of various asbestos related diseases, routes of exposure, known dose response relationships, the synergistic relationship between asbestos exposure and cigarette smoking, latency periods for disease and health basis for standards.
4. The physical characteristics of asbestos including fiber size, aerodynamic properties, physical appearance and uses.
5. Employee personal protective equipment including the types of characteristics of respirator

classes, limitations of respirators, proper selection, inspection, donning, use, maintenance and storage of respirators, field testing the face piece to face seal (positive and negative pressure fit tests), qualitative and quantitative fit testing procedures, variations between laboratory and field fit testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit (e.g. facial hair), selection and use of disposable clothing, use and handling of washable clothing, nonskid shoes, gloves, eye protection and hard hats.

6. Medical monitoring requirements for workers including required and recommended tests, reasons for medical monitoring and employee access to records.
7. Air monitoring procedures and requirements for workers including description of equipment and procedures, reasons for monitoring, types of samples and current standards with recommended changes.
8. Work practices for Hazardous Materials abatement including purpose, proper construction and maintenance of air tight plastic barriers, job set up of airlocks, worker decontamination systems and waste transfer airlocks, posting of warning signs, engineering controls electrical and ventilation system lockout, proper working techniques, waste cleanup, storage and disposal procedures.
9. Personal hygiene including entry and exit procedures for the work area, use of showers and prohibition of eating, drinking, smoking and chewing in the work area.
10. Special safety hazards that may be encountered including electrical hazards, air contaminants (CO, wetting agents, encapsulants, materials from Owner's operation), fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress and noise.
11. Workshops affording both supervisory personnel and Hazardous Materials abatement workers the opportunity to see (and experience) the construction of containment barriers and decontamination facilities.
12. Supervisory personnel shall, in addition, receive training or contract specifications, liability insurance and bonding, legal considerations related to Hazardous Materials abatement, establishing respiratory protection medical surveillance programs, EPA, OSHA, and State record keeping requirements, and other topics as requested by said school district.
13. Training must be provided by individuals qualified by virtue of experience and education to discuss the topic areas.
14. Training is to have occurred within 12 months prior to the initiation of Hazardous Materials abatement activities.
15. Contractor must document training by providing date of training, training entity, course outline, and names and qualifications of trainers.

## **B. MEDICAL MONITORING**

1. Medical monitoring must be provided by the Contractor to any employee or agent that may be exposed to asbestos in excess of background levels during any phase of the Hazardous Materials abatement project. Due to the synergistic effects between smoking and asbestos exposure, it is highly recommended that only non-smokers be employed in positions which may require them to enter asbestos contaminated atmospheres
2. Medical monitoring shall include at a minimum:
  - a. A work/medical history to elicit symptomatology of respiratory disease.
  - b. A chest x-ray (posterior - anterior, 14 x 13 inches) evaluated by a Certified B reader.

- c. A pulmonary function test, including forced vital capacity, EMC and forced expiratory volume at one second (FEM/p) administered and interpreted by a Certified Pulmonary Specialist.
3. Employees shall be given an opportunity to be evaluated by a physician to determine their capability to work. Safely while breathing through the added resistance of a respirator. (Examining physicians shall be aware of the nature of respiratory protective devices and their contributions to breathing resistance. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he will be required to perform, as well as special work place conditions, such as high temperatures, high humidity, and chemical contaminants to which he or she may be exposed.)

**C. ASBESTOS PROJECT MANAGER**

1. The Asbestos Project Manager shall be a said school district representative typically an Environmental Inspector from the Environmental Management Department as the Building Owner or a designated representative paid by said school district.
2. The Asbestos Project Manager shall be able to demonstrate through special education, training, skills, knowledge or experience satisfactory to said school district with the ability to carry out the following activities as required:
  - a. Assist in decision making regarding selection of procedures.
  - b. Assist in writing contract specifications for the Hazardous Materials abatement.
  - c. Assist in evaluation of bids and selection of a contractor.
  - d. Enforce contract specifications.
  - e. Tour work area with the Contractor and agree on pre-abatement conditions of the work area.
  - f. Inspect and sign off on barriers and decontamination enclosure systems.
  - g. Observe activities at all times during the course of Hazardous Materials abatement.
  - h. Meet with the Contractor daily to review work progress and solve problems or adjust procedures as appropriate.
  - i. Perform bulk material or air sampling and all work place inspection clearance inspections for the Building Owner.
  - j. Report on Hazardous Materials abatement to said school district.
  - k. Request, review and maintain Contractor submittals.
3. The Asbestos Project Manager shall have the authority to stop any job activities if they are not being performed in accordance with applicable regulations or guidelines or the requirements of this specification. These will be reported to said school district with description of activity, reason for stopping it and alternatives for correcting the problem. (Note: The Asbestos Project Manager will be selected as early as possible prior to selection of the Contractor to enable participation during the Pre-Bid conference, walk through, and preconstruction conference.)

**APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT OF RFP**

**RFP 2024-001-DD**

**Title: Hazardous Materials Abatement Services**

In acknowledgement of receipt of this Request for Proposal (RFP), the undersigned agrees that they have received the official Notification via email of the above RFP, and has accessed the RFP documents on the PSFA website as instructed in the Notification.

This Acknowledgement of Receipt is to be signed and returned to the PSFA by the close of business on the date specified on the RFP Cover Page and on the RFP Schedule Overview, page 2. Only potential Offerors who elect to return this completed Acknowledgement of Receipt form will receive electronic copies of the RFP Addendums, if any are issued. The following information will be used for all correspondence related to this RFP.

**Please print:**

Business Name: \_\_\_\_\_

Business Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

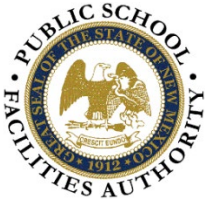
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**Please return completed form to:**

**Daniel Dominguez**  
**1312 Basehart Road SE, Suite 200**  
**Albuquerque, NM 87106-4365**  
**Phone: (505) 468-0262**  
**Email: CARFP@nmpsfa.org**

## **APPENDIX B: SAMPLE AGREEMENT**



### **NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY**

1312 Baschart SE # 200, Albuquerque, NM 87106 • (505) 843-6272 • <https://www.nmpsfa.org/>

### **HAZARDOUS MATERIALS ABATEMENT SERVICES CONTRACT # PSFA2023-[XX]**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Public School Facilities Authority, hereinafter referred to as the “PSFA,” and [Name of Company], hereinafter referred to as the “Contractor,” and is effective as of the date set forth below.

WHEREAS, the PSFA issued a Request for Proposals, titled “Hazardous Materials Abatement Services” (RFP);

WHEREAS, the RFP, Addenda and the Proposal submitted by Contractor are incorporated by reference and made a part of this Agreement by way of reference;

WHEREAS, the Contractor has the experience, technical ability and is fully licensed to provide Hazardous Materials Abatement services in conformity with the laws of the State of New Mexico;

WHEREAS, this Agreement shall be utilized by the PSFA and school districts collectively, on an as-needed-basis, when the PSFA and school districts are Co-Owners of a Public School Capital Outlay Council (PSCOC) funded project, or by the PSFA or school districts acting on their own; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

#### **1. Scope of Work.**

- A. For each Project, the Contractor shall provide and perform all necessary, required, services specified in the Contractor’s accepted and approved Quote in conformance with the services listed at Exhibit A of this Agreement.
- B. Contractor shall submit a proposal for each Project on the established Quote Form hereto attached as **Appendix No. 1.**
- C. A purchase order will be assigned for each Project.

#### **2. Compensation.**

- A. The Contractor shall be compensated in full payment for services satisfactorily performed for completion of set deliverables as set forth in the accepted and approved Quote in conformance with the rates established at **Exhibit B.**

- B. Payment shall be made upon acceptance of each deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice.
- C. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance.
- D. The Contractor shall be reimbursed for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification Number. Contractor and all subcontractors shall pay all Federal, state and local taxes Applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold OWNER AND CO-OWNER harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- E. The Contractor shall be reimbursed for allowed travel expenses herein defined in **Exhibit B**. Itemized receipts are required as expense documentation for all reimbursements. If an itemized receipt is not submitted as the expense documentation, reimbursement for that purchase will not be given. Lump sum receipts will not be accepted. Allowed billable travel expenses shall not exceed the State of New Mexico's current allowable travel and per diem limits; NMAC 2.42.2.8.A-B.
- F. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached in the approved and accepted quote. Contractor is responsible for notifying the PSFA when the services provided under the quote reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without an amendment to the quote.

### 3. **Term.**

This Agreement shall become effective when signed by the PSFA and shall terminate on [date] unless terminated pursuant by the Termination and Appropriations provisions of this Agreement. The PSFA reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in this case, the Agreement shall not exceed the total number of years allowed pursuant to Section 13-1-50 NMSA 1978.

### 4. **Termination.**

- A. **Grounds.** The PSFA may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the PSFA's uncured, material breach of this Agreement.
- B. **Notice; PSFA Opportunity to Cure.**



- 1) Except as otherwise provided in Paragraph (4)(B)(3), the PSFA shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  - 2) Contractor shall give PSFA written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the PSFA's material breaches of this Agreement upon which the termination is based and (ii) state what the PSFA must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the PSFA does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the PSFA does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
  - 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the PSFA; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the PSFA's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PSFA'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*
- D. Termination Management. Immediately upon receipt by either the PSFA or the Contractor of notice of termination of this Agreement, the Contractor shall:
- 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the PSFA;
  - 2) comply with all directives issued by the PSFA in the notice of termination as to the performance of work under this Agreement; and
  - 3) take such action as the PSFA shall direct for the protection, preservation, retention or transfer of all property titled to the PSFA and records generated under this Agreement.

Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the PSFA upon termination and shall be submitted to the PSFA as soon as practicable.

## 5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the PSFA to the Contractor. The PSFA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the PSFA proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the PSFA and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the PSFA.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the PSFA. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring PSFA.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the PSFA, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the PSFA.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the PSFA no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under

this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

## **12. Conflict of Interest; Governmental Conduct Act.**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
  
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
  - 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any PSFA employee while such employee was or is employed by the PSFA and participating directly or indirectly in the PSFA's contracting process;
  - 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
  - 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the PSFA's making this Agreement;
  - 4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
  - 5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the PSFA.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the PSFA relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the PSFA if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the PSFA and notwithstanding anything in the Agreement to the contrary, the PSFA may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the PSFA proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for Violation of Law.**

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

**16. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor

acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**17. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the PSFA.

**18. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the PSFA, the General Services Department/State Purchasing Division and the State Auditor. The PSFA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the PSFA to recover excessive or illegal payments

**19. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the PSFA and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the PSFA and the Risk Management Division of the New Mexico General Services Department by certified mail.

**20. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**21. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**22. Insurance.**

A. Prior to any work/services to be performed for any Project under this agreement, the Contractor shall provide the PSFA and Co-Owner with a Certificate of Insurance acceptable to the PSFA for the following described insurance coverages. The Certificates of Insurance shall clearly state the coverages, limits of liability, covered operations, effective dates and dates of expiration of policies of Insurance. The Insurance shall be written on an occurrence basis. The PSFA shall be listed as additional insured on the Contractor's policies. The Certificates of Insurance shall contain provisions that coverages afforded under the policies will not be canceled or allowed to expire until at least forty-five (45) days prior written notice has been given to the PSFA.

- i. **Worker's Compensation Insurance and Employer's Liability Insurance.** Worker's compensation insurance and employer's liability insurance in compliance with the laws of all applicable jurisdictions and any other coverages that may apply where the work is performed covering all employees engaged in the performance of the Work associated in this Agreement and any project hereunder, including coverage for Employer's Liability for:
  - a. Bodily Injury by Accident: \$100,000 each accident
  - b. Bodily Injury by Disease: \$100,000 each employee
  
- ii. **Comprehensive General Liability Insurance,** including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability, for all liability the Contractor will assume under the awarded Agreement. Limits shall not be less than the following:
  - a. Bodily Injury: \$1,000,000 per person / \$1,000,000 per occurrence.
  - b. Property Damage or combined single limit coverage: \$1,000,000.
  - c. Personal and advertising injury limit: \$1,000,000.
  
- iii. **Professional Liability Insurance.** The Contractor shall provide and maintain Professional Liability Insurance with one million dollar limit (\$1,000,000) and shall be maintained in full force and effect at all times during the performance of Project.
  
- iv. **Liability Insurance.** The Contractor shall maintain insurance that shall protect the Contractor from claims set forth below, which may arise out of or result from operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by anyone directly or indirectly employed, or by anyone for whose acts may be liable:
  - a. Claims under Workers' Compensation, Disability Benefit and other similar Employee Benefit Acts, which are applicable to the Work to be performed;
  - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
  - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

B. The Contractor will promptly notify and furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

- C. All policies shall be endorsed to provide that the underwriters and insurance companies of the Contractor shall not have any right so subrogate against the PSFA, Co-Owner or the State of New Mexico.

**23. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the PSFA:

Daniel Dominguez, Contract Analyst  
New Mexico Public School Facilities Authority  
1312 Basehart Rd., SE Suite 200  
Albuquerque, New Mexico 87106  
Telephone: 505-468-0262

To the Contractor:

Contact Name:  
Company Name:  
Address:  
City, State, Zip:  
Telephone:  
Email address:

**24. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**25. Equitable Remedies**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the PSFA irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the PSFA, and the Contractor consents to the PSFA's obtaining from a court of

competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The PSFA’s rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that PSFA may have under applicable law, including, but not limited to, monetary damages.

**26. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the Contractor and PSFA signature below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Representative  
Title  
Company Name

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Martica Casias  
PSFA Executive Director  
New Mexico Public School Facilities Authority (PSFA)

The records of the Taxation and Revenue Department reflect that the **Contractor** is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

**Contractor NM Tax ID Number:** \_\_\_\_\_



**SAMPLE AGREEMENT: EXHIBIT A**  
**Scope of Work**  
Will be inserted here in executed Agreement

**SAMPLE AGREEMENT: EXHIBIT B**  
**Rate Schedule**  
Will be inserted here in executed Agreement

**SAMPLE AGREEMENT: APPENDIX F**  
**Quote Form**  
Will be inserted here in executed Agreement

## **APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE**

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

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

**“Pendency of the procurement process”** means the time period commencing with the public notice of the

request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Title (position)

– OR –

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Title (position)

\_\_\_\_\_  
Offeror Business Name



**APPENDIX D: AGENCY CERTIFICATION FORM**

New Mexico Public School Facilities Authority hereby certifies the following in regard to the attached contractual agreement between the Agency and \_\_\_\_\_:

Name of Contractor

- 1) This contractor **IS / IS NOT** a **former state employee**. (See note below.)  
(Circle one)
  
- 2) This contractor **IS / IS NOT** a **current state employee** or a **legislator** or the **family member** of a  
(Circle one)  
current state employee or legislator, or a **business** in which a current state employee or legislator or family member of the current state employee or legislator has an interest of greater than 20%.  
(See note below.)

**NOTE:** Former employee requires a Former Employee Affidavit, PERA letter if contractor retired from State of New Mexico and an AG’s letter if contractor separated/retired within the last five years to the date of signed contract. No contract may be awarded to a current state employee or legislator, or to a family member of a current state employee or legislator, or to a business in which any of these persons has an interest greater than 20% unless such contract is awarded pursuant to the Procurement Code, except such persons or businesses cannot be awarded a contract through a sole source or small purchase. (See Section 10-16-1 through 10-16-18 NMSA 1978 for further information.)

- 3) This Contractor is a (check one):  FOR PROFIT VENDOR  
 NOT FOR PROFIT VENDOR

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Date

I certify that the information stated in paragraphs 1-3 is true.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

**APPENDIX E: COST RESPONSE**

Offerors must complete this Appendix 2: Cost Response form. **Offeror cannot alter this form or the personnel title/classifications. \*If Offeror’s personnel titles/classifications vary from those on this form, Offeror should select this form’s title/classifications that most closely represent the Offeror’s personnel positions. Personnel Titles 1 through 5 will be used in the Evaluation process.**

Offeror shall reference all work positions associated with this project, and each position’s firm, fixed hourly rate. **This hourly rate does not include billable reimbursable rates for mileage, meals or lodging.** PSFA, at its discretion, may negotiate revised rates with the awarded Contractor on an annual basis through the duration of the contract term. **Failure to successfully negotiate rates may result in termination of the Agreement.**

The **Appendix E: Cost Response** form is to be submitted in a sealed envelope (approximately 8.5” x 11”), clearly labeled “Appendix E: Cost Response” and placed in the Proposal Binder under a Tab identified as Cost Response. It must also be included on the one flash drive labeled ORIGINAL. **It is NOT to be included on the additional flash drives that will be distributed to the Evaluation Committee members.**

	*PERSONNEL TITLE/CLASSIFICATION	PAY RATE	
1.	Consultant – Senior, or equivalent* [Required]	\$	Per hour
2.	Consultant – Project Engineer, or equivalent* [Required]	\$	Per hour
3.	Consultant – Project Manager, or equivalent* [Required]	\$	Per hour
4.	Consultant – Staff Observation, or equivalent* [Required]	\$	Per hour
5.	Consultant – Field Specialist, or equivalent* [Required]	\$	Per hour
		\$	Per hour
		\$	Per hour
		\$	Per hour
		\$	Per hour
		\$	Per hour

## 1. COMPENSATION, BILLABLE TRAVEL EXPENSES

- 1.1 Allowed, billable travel expenses shall not exceed the State of New Mexico's current allowable travel, per diem, and mileage amount limits. NMAC 2.42.2.8.A–B per diem rates effective July 1, 2023 are listed below. **IMPORTANT NOTE: These amounts are subject to change by the State of New Mexico, generally on January 1<sup>st</sup> and July 1<sup>st</sup> of each calendar year. It is the responsibility of the contractor to confirm current rates prior to submitting an invoice.**

Itemized, detailed receipts are required as expense documentation for ALL billable, travel expenses. No lump sum receipts will be accepted as expense documentation. If the itemized receipt is not submitted as expense documentation, reimbursement for that purchase will not be given.

### 1.2 Proposals, Purchase Orders, Invoices

- 1.2.1. The Contractor shall not be issued a purchase order authorizing work to commence until the Contractor's related proposal has been submitted and approved by the District and/or PSFA.
- 1.2.2. No invoice shall be approved for payment until the required reports and documentation have been submitted to the appropriate parties for approval.
- 1.2.3. Invoicing shall reflect only the actual services provided, hours used, and documented expenses for the line items have been provided.
- 1.2.4. Contractor shall be reimbursed for NM Gross Receipts Tax, subject to the current tax rate at the time of the issuance of the work order/purchase order.

### 1.3 Meals:

- 1.3.1 For less than 2 hours of travel beyond normal work day: none
- 1.3.2 For 2 hours, but less than 6 hours beyond the normal work day: \$20.00
- 1.3.3 For 6 hours, but less than 12 hours beyond the normal work day: \$42.00
- 1.3.4 For 12 hours or more beyond the normal work day: \$59.00

### 1.4 Lodging, Overnight Travel:

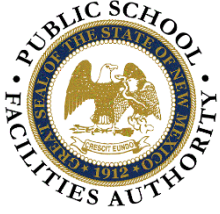
- 1.4.1 In state areas: \$155.00
- 1.4.2 In state special areas: (Santa Fe Area only) \$202.00
- 1.4.3 Out of state: \$155.00

### 1.5 Mileage, Private Conveyance Rate:

- 1.5.1 For the year beginning January 1, 2023 through December 31, 2023, the New Mexico mileage rate is \$0.47 per mile. This amount is subject to change by the State of New Mexico.



## APPENDIX F: Sample Quote Form



### New Mexico Public School Facilities Authority

Quote for Hazardous Materials Abatement Services for Project No. \_\_\_\_\_

Project Name \_\_\_\_\_

Project Location \_\_\_\_\_

Date of Proposal \_\_\_\_\_

#### 1. General Description

The contractor proposes to perform the requested Hazardous Materials Abatement work as requested in accordance with PSFA Contract No. **XX** on a Firm Fixed Price.

#### 2. Services and Price/Costs

Position Title*	Hours	Hourly Rate**	Total Price
			\$

\*Position Title must match the position titles in PSFA Contract No. **XX**.

\*\* Hourly rate must match the Position Title in PSFA Contract No. **XX**.

##### 2.1 Travel

	Quantity		Total
Number of Miles Round Trip		X \$0.47* per mile	
Meals- 2-6 hour beyond normal work day		X \$20.00*	
Meals- 6-12 hour beyond normal work day		X \$42.00*	
Meals-12+ hour beyond normal work day		X \$59.00*	
Meals- returning form overnight travel 2-6 hour beyond normal work day		X \$18.00*	

Meals- returning form overnight travel 6-12 hour beyond normal work day		X \$40.00*	
Meals- returning form overnight travel 12+ hour beyond normal work day		X \$55.00*	
Lodging- In State Areas		X \$155.00*	
Lodging- In State Special Areas (Santa Fe Only)		X \$202.00*	
Lodging- Out of State Areas		X \$155.00*	

\*Travel reimbursable rates are subject to change in accordance with the New Mexico's allowable travel per diem and mileage amount limits. See NMSA 2.42.2.8 A-B.

## 2.2 Printing/Other Costs

	Quantity	Price per Item	Quantity
Printing:			
Other:			
Other:			
Other:			

### 3. Purpose

The purpose of this Quote is to obtain Hazardous Materials Abatement services for the above referenced Project.

### 4. Scope

The scope of this requirement is to provide Hazardous Materials Abatement services to [insert language to describe the scope of work to be performed].

### 5. Time is of the Essence

The work shall commence on [date] and completed no later than [date].

### 6. Deliverables

[insert detailed deliverables of work to be performed.]

## APPENDIX G: LETTER OF TRANSMITTAL FORM

The following items **MUST** have a response, failure to respond to all areas will result in your proposal being deemed non-responsive.

**1. Identity Business Name and Physical Address of the Offeror organization:**

Offeror Business Name	
Physical Address	
City, State, Zip Code	

**2. Offeror's Business Mailing Address if different than above:**

Offeror Business Name	
Mailing Address	
City, State, Zip Code	

**3. For the Person authorized by the organization to contractually obligate the organization:**

Name	
Title	
Email Address	
Telephone	

**4. For the person authorized to negotiate the contract on behalf of the organization:**

Name	
Title	
Email Address	
Telephone	

**5. For the person to be contacted for clarifications:**

Name	
Title	
Email Address	
Telephone	

On behalf of the Offeror named in Item 1, the authorized Signatory named in Item 3 above commits and accepts the items below.

- Offeror will comply with all requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
- Offeror accepts all Terms and Conditions governing this Procurement.
- The submission of Offeror's proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- Offeror acknowledges receipt of any and all addendum/amendments to this RFP.
- Offeror hereby certifies it meets all requirements of financial viability, responsibility and resources to complete all proposed activities within the period of performance as detailed in this RFP.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*(Must be signed and dated by the person identified in Item #3, above.)*

**APPENDIX H: ACKNOWLEDGEMENT OF SCOPE OF WORK FORM**

The Offeror, through the undersigned, hereby acknowledges that they understand the Scope of Work to be performed in Exhibit 1: Scope of Work, and that they have the capacity, capability, and past record of performance to perform the work. This page has been signed by a signatory with the authority to bind the Offeror. By signing this page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of ninety (90) days from the date proposals were due.

This completed Acknowledgement must be included in the Offeror’s Proposal with the Mandatory Specifications, Forms, Acknowledgements, all Appendices and Attachments, per Section 3.3.4.1.1.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**APPENDIX I: CONFLICT OF INTEREST, NON-COLLUSION AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**

**CONFLICT OF INTEREST**

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to New Mexico Public School Facilities Authority in response to the above referenced bids/request for proposals.

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:**

No employee or board member of District (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any District employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_.

List below the name(s) of any District employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree?

**YES – Initials of Authorized Representative of Vendor:** \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to District’s Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST, NON-COLLUSION, and DEBARMENT/SUSPENSION STATUS requirements, and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

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

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

**APPENDIX J: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby attest that I have received the following addenda/amendment(s) to the RFP \_\_\_\_\_ as follows:

ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_