

## ADDENDUM # TWO – RE-BID

Re: RIO RANCHO HIGH SCHOOL  
WINDOWS AND EXTERIOR IMPROVEMENTS  
PROJECT #: 083006-15-001  
ITB #: 2016-001-FAC  
RIO RANCHO PUBLIC SCHOOLS

Date: Sept. 4, 2015  
From: Rio Rancho Public Schools and *John Barton, AIA, RRC*  
To: All Prospective Bidders

In accordance with the Bid Documents, Plans, & Specifications dated 07.02.15; please note the following addendum items:

1. RRPS Facilities Dept. has rejected all bids received Aug. 11, 2015 and is re-bidding this project accordingly.
2. For this re-bid, bidders shall submit Base Bid and Additive Alternate # One as per the attached updated Bid Form r2.
3. There will be a non-mandatory pre-bid meeting at the RRHS site on Sept. 10, 2015 at 2:00 PM.
4. Bids will be due Tuesday Sept. 22, 2015 at 3:00 PM
5. Base Bid shall be all work associated with the Administration Building areas and Atrium.
6. Additive Alternate #One shall be for all work associated with the First Year Academy Building areas.
7. Duration of Contract Time for Construction shall be 90 days.
8. See hardware changes on attached revised Hardware Schedule, Sheet A-8
9. All window and door glazing must be installed from the inside of the building.

# BID FORM r2 (Lump Sum or Unit Price) RE-BID

BIDDER'S Name and Address:
Telephone:
Fax:
Federal Tax ID #:
New Mexico Tax ID #:
CID License #

**BID NO: ITB#2016-001-FAC**

**PROJECT NAME:**  
**RRHS WINDOW & EXTERIOR IMPROVEMENTS**

**PROJECT NO.: 083006-15-001**

**LOCATION: RIO RANCHO HIGH SCHOOL**

This Bid is submitted to Owner:

**RIO RANCHO PUBLIC SCHOOLS  
PURCHASING, ROOM 120  
500 LASER ROAD  
RIO RANCHO, NEW MEXICO 87124**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of the Owner's Notice of Award.
3. The Contractor shall include the following cash allowances in his Bid:

- A. for each linear additional foot of expansion joint replacement \$
- B. for (page of Specs) \$
- C. for (page of Specs) \$
- D. for (page of Specs) \$
- E. for (page of Specs) \$

4. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

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

No. <u>1</u>	Title: <u>Addendum #One</u>	Date: <u>Aug. 3, 2015</u>
No. <u>2</u>	Title: <u>Addendum #Two</u>	Date: <u>Sept. 4, 2015</u>
No. _____	Title: _____	Date: _____
No. _____	Title: _____	Date: _____
No. _____	Title: _____	Date: _____
No. _____	Title: _____	Date: _____

B. the Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;

C. the Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely;

D. the Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents;

E. the Bidder has given the Design Professional written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Design Professional is acceptable to the Bidder;

F. this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner;

G. the Bidder acknowledges that he has attended any mandatory pre-bid conference scheduled by the Owner or the Design Professional pertaining to this project;

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

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

5. Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract plus additive alternates that are selected by the Owner. A bid must be submitted on all bid items and alternates; segregated bids will not be selected by the Owner.

(Design Professional to strike out subsection not applicable.)

**A. LUMP SUM PRICE** (please use typewriter or print legibly in ink) Base Bid (use words):

All work indicated on the Drawings and Specifications and Addendums # 1 & 2, with the exception of Additive Alt. # 1:

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

Alternate 1 (add)

All work associated with First Year Academy Building: \_\_\_\_\_ (\$ \_\_\_\_\_)

Alternate 2 (add)

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

Alternate 3 (add)(deduct)

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

Alternate 4 (add)(deduct)

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

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

**6. The Bidder agrees that:**

**A.** The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than **90 days** after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

**B.** Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of **Three Hundred Dollars (\$300) per consecutive day**, not as a penalty, but as liquidated damages for such breach of the Contract.

**C.** The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

7. The following documents are attached to and made a condition of this Bid:

- A. Bid Security with Agent's Affidavit;
- B. Subcontractors Listing; and,
- C. Campaign Disclosure Statement
- D. Veteran Preference Certification Form

8. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Bidding Documents, have the meanings assigned to them in those Conditions.

9. The Bidder is a(n):

**A. INDIVIDUAL;**

By: \_\_\_\_\_  
(Individual's Signature)  
Doing business as: \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

FAX: (     ) \_\_\_\_\_

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**B. PARTNERSHIP:**

By: \_\_\_\_\_  
(Firm Name)  
\_\_\_\_\_  
(General Partner's Signature)  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

FAX: (     ) \_\_\_\_\_

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**C. CORPORATION:**

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Name of Person Authorized to Sign)

\* \_\_\_\_\_  
Signature of Authorized Person

If a New Mexico Corporation: \_\_\_\_\_  
NM Certificate of Incorporation Number

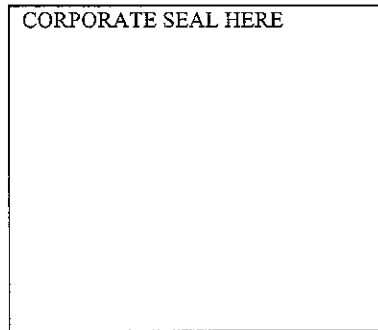
If a Foreign Corporation: \_\_\_\_\_  
NM Certificate of Authority Number

Attest (Secretary): \_\_\_\_\_

Business address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_



or,

**D. JOINT VENTURE:**

By \_\_\_\_\_  
(Name)

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

Telephone: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_

By \_\_\_\_\_  
(Name)

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

Telephone: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_

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By \_\_\_\_\_  
(Name)  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_

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

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**BIDDER MUST FILL IN THE FOLLOWING** (if none, write none)

NM License Number \_\_\_\_\_ License Classification: \_\_\_\_\_

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

**Resident Contractor's Preference Number:** \_\_\_\_\_

**Veteran Contractor's Preference Number:** \_\_\_\_\_

**\*\*NOTE:** Bidder is to fill out and sign the following Resident Veterans Preference Certification (page 00 4113 - 7)

7 11

**Resident Veterans Preference Certification – ITB#2016-001-FAC**

*(please attach copy of certificate and return this page with your offer)*

\_\_\_\_\_ (Name of Contractor) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

**Please check one box only**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation.

I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate."

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference / Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1- 22 NMSA 1978, when awarded a contract, which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that his statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
Signature of Business Representative\*      Date

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.



