



# CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS , NEW MEXICO 87701-4731 • 505-454-1401 • FAX 505-425-7335

**CITY OF LAS VEGAS  
SPECIAL PUBLIC HOUSING AUTHORITY  
BOARD MEETING AGENDA  
April 12, 2017 – WEDNESDAY – 4:30 P.M.  
City Council Chambers  
1700 North Grand Avenue**

**(The City Council is the Housing Authority Board of Commissioner on any matters concerning the Housing Department.)**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. MOMENT OF SILENCE**

**V. APPROVAL OF AGENDA**

**VI. PUBLIC INPUT \*\*(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)**

**VII. BUSINESS ITEMS**

- 1. Approval/Disapproval to Award and enter into contract for CONSTRUCTION SERVICES – Sagebrush Parking Lot / 2322 Calle Contenta, 2323 Calle Bonita, 2324 Calle Contenta Parking Lot Drainage.**

***Carmela Martinez, Housing Director*** The City of Las Vegas Housing Authority plans to redo the Parking lots in the Sagebrush area as well as redesign and structure the drainage for 2322 Calle Contenta, 2323 Calle Bonita, 2324 Calle Contenta Parking Areas.

**VIII. EXECUTIVE SESSION/CLOSED SESSION**

4

**THE HOUSING AUTHORITY BOARD OF COMMISSIONERS MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER §(H) OF THE OPEN MEETINGS ACT.**

- i. Personnel matters, as permitted by Section 10-15-1(H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- ii. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1(H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- iii. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1(H) (8) of the Open Meetings Act, NMSA 1978.**

**IX. ADJOURN**

**ATTENTION PERSONS WITH DISABILITIES:** The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

**NOTE:** A final Agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

SPECIAL HOUSING COMMISSION MEETING AGENDA REQUEST

DATE: 03/31/2017 DEPT: Housing MEETING DATE: 04/12/2017

ITEM/TOPIC: Award and enter into contract for CONSTRUCTION SERVICES – Sagebrush Parking Lot / 2322 Calle Contenta, 2323 Calle Bonita, 2324 Calle Contena Parking Lot Drainage

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to award and enter into contract for CONSTRUCTION SERVICES – Sagebrush Parking Lot / 2322 Calle Contenta, 2323 Calle Bonita, 2324 Calle Contena Parking Lot Drainage ARCHITECT / ENGINEER SERVICES – (2) Unit Rehabilitation 408 Sandoval and 303 Sandoval

BACKGROUND/RATIONALE: The City of Las Vegas Housing Authority plans to redo the Parking lots in the Sagebrush area as well as redesign and structure the drainage for 2322 Calle Contenta, 2323 Calle Bonita, 2324 Calle Contena Parking Areas.

STAFF RECOMMENDATION: Approval to Award and enter into contract with lowest responsive bidder for CONSTRUCTION SERVICES – Sagebrush Parking Lot / 2322 Calle Contenta, 2323 Calle Bonita, 2324 Calle Contena Parking Lot Drainage was the lowest responsive bidder.

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON  
MAYOR



RICHARD TRUJILLO  
CITY MANAGER



ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

April 6, 2017

Tonita Gurulé-Girón, Mayor  
Carmela Martinez, Executive Director  
City of Las Vegas Housing Authority  
2400 Sagebrush Drive  
Las Vegas, NM 87701

Subject: Parking Lot / Site Improvements Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta Determination of Responsible Bidder

Madam Mayor Gurulé-Girón / Ms. Martinez:

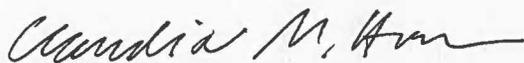
The purpose of this letter is to recommend the lowest responsive bidder, *Carreon Construction LLC* as the contractor to perform the subject project. This recommendation is based on the following:

1. Carreon Construction LLC provided the lowest responsive base bid, and the bid is within 5% of the Architect's Opinion of Probable Cost.
2. New Mexico Construction Industries Division was contacted. Carreon Construction LLC has an active contractor's license, please see enclosure.  
<http://public.psiexams.com/search.jsp>
3. The Federal Government, System of Award Management, was contacted to confirm if Carreon Construction, LLC was debarred from performing federal work. Carreon Construction, LLC **is not** on the List of Parties Excluded from Federal Procurement or Non-procurement Programs, please see enclosure.  
<https://www.sam.gov/index.html/#1>

Based on the information gathered concerning Carreon Construction, LLC, we consider the contractor to be responsible and of good reputation. Therefore, we recommend the lowest responsive bidder, Carreon Construction, LLC, as the contractor for this project.

If you have questions, please call me. Thank you.

Sincerely,



Claudia Meyer Horn, PLA



## New Mexico E-Services for Contractor Licensing



[Home Page](#)

### Company Details

Company Name	CARREON CONSTRUCTION LLC	License Number	363040
Phone Number	5054402612	License Status	Active
Issue Date	09/28/2009	Expiry Date	09/30/2018
Volume	\$1000000.00 +		

### Address

1009 17TH ST N.W.

City RIO RANCHO

State NM Zip Code 87144

### CP Details

Name	Certificate No	Classification	Attach Date	Status
<a href="#">DIEGO CALLETANO CARREON</a>	363038	GB98	09/28/2009	Attached
<a href="#">DIEGO CALLETANO CARREON</a>	366203	GA01	04/18/2011	Attached
<a href="#">DIEGO CALLETANO CARREON</a>	366204	GA03	06/25/2010	Attached

[Back to search page](#)

[Back](#)

The screenshot shows a web browser window with the URL <https://sam.gov>. The page title is "Search Results | System for...". The browser's address bar shows the URL and the page title. The page content includes a navigation menu (File, Edit, View, Favorites, Tools, Help), a list of search instructions, a "Clear Search" button, and a search results summary. The search terms are "carreon\* construction\* llc". The results show one record for "CARREON CONSTRUCTION LLC" with a status of "Active". The record details include DUNS: 00-634099, CAGE Code: 7NAD9, Has Active Exclusion?: No, DoDACC, Expiration Date: 03/03/2018, Delinquent Federal Debt?: No, and Purpose of Registration: All Awards. There is a "View Details" button next to the record. The page also features a "Glossary" section on the right and a "Filter Results" section on the left.

• Your search results represent the broadest set of records that match your search criteria. You may get entity registration records that are still in progress or have been submitted, but not yet activated. Check the status of each record.

• Of note, some entities choose to opt out of public display. Even if they are registered in SAM, you will not see their entity registration records in a public search. You can only see them if you log in as Federal Government user.

• You can refine your search results. If you used the Quick Search, select the search filters on this page. If you used one of the Advanced Search options, select the Edit Search button.

• If you want to perform a new search, use the Clear button to remove your current search results. If you are logged in with your SAM User Account, you can save your search criteria to run again later using the Save Search button.

• **NOTE: Please read this important message when searching for exclusion records.**

Current Search Terms: **carreon\* construction\* llc**

Clear Search

TOTAL RECORDS: 1  
Result page 1 of 1

Save PDF Export Results Print

Sort by Modified Date Order by Descending

**FILTER RESULTS** Your search for "carreon\* construction\* llc" returned the following results...

By Record Status

Active

Inactive

By Record Type

Entity Registration

Exclusion

Apply Filters

Entity	Status
CARREON CONSTRUCTION LLC	Active

DUNS: 00-634099 CAGE Code: 7NAD9 View Details

Has Active Exclusion?: No DoDACC

Expiration Date: 03/03/2018 Delinquent Federal Debt?: No

Purpose of Registration: All Awards

Glossary

Search Results

Entity

Deleted

Search Filters

By Record Status

By Record Type

**CITY OF LAS VEGAS  
PROPOSAL/BID OPENING**

DATE: 6-Apr-2017

OPENING NO.: 2017-22

TIME: 2:00 PM

DEPARTMENT: HOUSING

LOCATION: City of Las Vegas Chambers  
1700 N. Grand Ave.  
Las Vegas, NM 87701

ITEM(S): PARKING LOT/SITE IMPROVEMENTS AT SAGEBRUSH  
2323 CALLE BONITA, 2322 & 2324 CALLE CONTENTA

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM	Attended
1 RL Leeder Company	286,635.00	✓	✓	✓	✓	✓
2 Carreon Construction LLC	238,350.00	✓	✓	✓	✓	✓
3 Desert Fox LLC	284,000.00	✓	✓	✓	✓	✓
4 Longhorn Construction Services Inc	249,000.00	✓	✓	✓	✓	✓
5						
6						

COMPANY REPRESENTATIVE	COMPANY NAME
1 Carmela Marti	LV Housing Authority
2 Natasha Padilla	LVHAF
3 MISSY HAYES	LONGHORN CONSTRUCTION
4 Yessenia Chavez	Carreon Construction LLC
5 Joe Leeder	R.L. Leeder
6 Rene Vega	CLV
7 Dalmir Mend	CLV
8 Celeste	CLX Purchasing
9 Jure Apodaca	CLV Purchasing
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:  
Donabella Diaz  
DATE: 4/6/17

OPENED BY: FINANCE DEPARTMENT  
Jure Apodaca  
DATE: 4/6/17

COPIES TAKEN BY DEPT:  
J. Padilla  
DATE: 4/6/17



# P R O J E C T M A N U A L

## CITY OF LAS VEGAS PUBLIC HOUSING AUTHORITY

**IFB# 2017-22**

Parking Lot / Site Improvements  
Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta,  
2324 Calle Contenta

**City of Las Vegas**  
Las Vegas, New Mexico



March 7, 2017

Prepared by

**design office**  
1300 Luisa St. Suite 24  
Santa Fe, NM 87505  
505.983.1415

I, Claudia Meyer Horn, Registered Landscape Architect in the State of New Mexico, License No. 371, certify these documents were prepared directly under my supervision and are true and correct to the best of my knowledge and belief.



**CLAUDIA MEYER HORN**  
Registered Landscape Architect No. 371  
Design Office  
1300 Luisa Street, Suite 24  
Santa Fe, NM 87505

I, Kent Delph, certify that I am a licensed Professional Engineer (NMPE # 13939), and that the civil portion of these contract documents were prepared by me or under my direction.

Kent A. Delph, P.E.



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00 41 00	Bid Forms
00 62 00	Project Forms (Bonds, Wage Rates)
00 70 00	General Conditions (Form HUD 5370)
00 73 00	Supplementary Conditions (Form HUD 92554m)

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01 11 00	Summary + Summary of Work
01 20 00	Price + Payment Procedures
01 25 00	Substitution Procedures
01 31 19	Project Meetings
01 33 00	Submittal Procedures
01 45 23	Testing and Inspection Services
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**Division 32      EXTERIOR IMPROVEMENTS**

32 90 00	Planting
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## **CIVIL TECHNICAL SPECIFICATIONS**

The Standard Specifications for civil work on this Project include the document entitled "New Mexico Standard Specifications for Public Works Construction, 2006 Edition, as amended. (NMSSPWC)

All work on this Contract shall be performed in accordance with the Standard Specifications AND following Supplemental Technical Specifications. These added technical specifications have been adapted and modified from the Standard Specifications. Essential materials and construction methods and standards from the Standard Specifications have been retained as appears in the respective "Technical Specifications", and primary differences are measurement and payment clauses.

Select specifications from the NMSSPWC have been included in this document. However, the entire NMSSPWC applies to the project and should be referenced for any specifications excluded below.

### SELECT CIVIL SUPPLEMENTAL TECHNICAL SPECIFICATIONS

101	Portland Cement Concrete
109	Riprap Stone
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201	Clearing and Grubbing
301	Subgrade Preparation
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303	Subbase Preparation
320	Utility and Monument Access Cover Adjustments
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END OF SECTION

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L0-00 GENERAL NOTES

**CIVIL DRAWINGS**

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C-01 SITE PLAN - SAGEBRUSH STREET  
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L1-02 LANDSCAPE PLAN AND DETAILS

**ADVERTISEMENT FOR BIDS**

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 pm local time, April 06, 2017, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

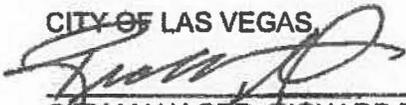
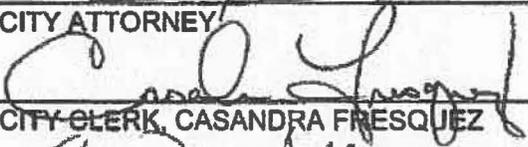
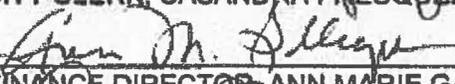
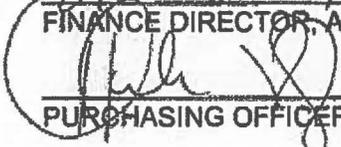
**PARKING LOT / SITE IMPROVEMENTS AT SAGEBRUSH STREET, 2323 CALLE BONITA, 2322 CALLE CONTENTA, 2324 CALLE CONTENTA**

Copies of the BIDDING DOCUMENTS, to be used in connection with the submission of bids will be available for electronic download (or printing) by contacting Casandra Fresquez, City Clerk, City of Las Vegas, by telephone at (505) 454-1401, or by email at cfresquez@ci.las-vegas.nm.us. One hardcopy of the bidding documents will be available for viewing at the Public Housing Authority offices located at 2400 Sagebrush Street, Las Vegas, NM 87701. A copy of the advertisement information will be located at the City of Las Vegas website at: [http://www.lasvegasnm.gov/business/request\\_for\\_proposal\\_bids/index.php](http://www.lasvegasnm.gov/business/request_for_proposal_bids/index.php)

One non-mandatory Pre-Bid conference will be held at 10:00 a.m. March 22, 2017 at 2400 Sagebrush Street, Las Vegas, NM 87701.

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta Opening No. 2017-22; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS  
  
CITY MANAGER, RICHARD TRUJILLO  
  
CITY ATTORNEY  
  
CITY CLERK, CASANDRA FRESQUEZ  
  
FINANCE DIRECTOR, ANN MARIE GALLEGOS  
  
PURCHASING OFFICER, HELEN VIGIL

Opening No. 2017-22

Date Issued: 3/10/2017

Date Issued: Published: March 15 2017  
City Web March 15 2017

**INSTRUCTIONS TO BIDDERS**

Bids are requested by licensed and certified construction companies for the Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta.

**LOCATION AND DESCRIPTION OF WORK:** The City of Las Vegas Public Housing Authority administers public housing to 267 housing units within the City of Las Vegas including units on Sagebrush Street, Calle Bonita, and Calle Contenta. Existing streets provide access to parking for residential units.

The Las Vegas Public Housing Authority Parking Lot / Site Improvements construction project calls for parking lot and site improvements at two housing project locations. The project includes renovating and expanding existing parking along both sides of Sagebrush Street through select demolition; constructing new curbs and sidewalks; resurfacing the parking areas; and striping parking areas. Improvements at Calle Bonita and Calle Contenta include select demolition / reconstruction of curbs, sidewalk culverts, asphalt pavement, and sidewalks; restriping parking areas; installing drainage swales to new infiltration basins to address site drainage; and installing non-irrigated shade trees.

The bids shall be in the form of unit pricing as per items listed on the bid sheets.

The bid shall include all permits, fees, tie-in fees for all utilities, overhead and profit and incidental costs in the bid amounts. All applicable taxes shall not be included in the bid amounts.

All applicable laws and ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contractor and all agreements between the contractor and the City.

1. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 p.m. local time April 6, 2017, at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for April 12, 2017. The successful Bidder will be notified by mail. A bid received after the specified time will not be considered and will be returned to the bidder unopened.
2. **RESPONSIBILITY OF BIDDER:** At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.
3. **SPECIFICATIONS:** The construction/addition of the project will be in accordance with the specifications and drawings provided by the City of Las Vegas Public Housing Authority, which are included in this bid package.

4. **CONTRACT TIME:** The number of days for the completion of work (the contract time) is 45 calendar days to Substantial Completion with another 20 calendar days to Final Acceptance. "Calendar days" are defined as consecutive days.
5. **COPIES OF BIDDING DOCUMENTS:** Bid Documents are available by contacting Casandra Fresquez, City Clerk, City of Las Vegas, by telephone at (505) 454-1401, or by email at [cfresquez@ci.las-vegas.nm.us](mailto:cfresquez@ci.las-vegas.nm.us) One hardcopy of the bidding documents will be available for viewing at the Public Housing Authority offices located at 2400 Sagebrush Street, Las Vegas, NM 87701. A copy of the advertisement information will be located at the City of Las Vegas website at: [http://www.lasvegasnm.gov/business/request\\_for\\_proposal\\_bids/index.php](http://www.lasvegasnm.gov/business/request_for_proposal_bids/index.php)

Bidders shall use complete sets of Bidding Documents in preparing bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

No license or grant of use of the Bidding Documents is conferred by issuance of copies of the bidding documents.

6. **PRE-BID CONFERENCE:** A Pre-Bid Conference will be held on **Wednesday, March 22, 2017 at 10:00 AM** at the City of Las Vegas Public Housing Authority offices located at 2400 Sagebrush Street, Las Vegas, NM 87701. Attendance at the pre-proposal conference is *not mandatory*.
7. **BIDDER'S REPRESENTATION:** By submitting a bid the bidder represents that: a) the bidder has read and understands the Bid Documents and Contract Documents; b) the bid is made in compliance with the Bid Documents and Contract Documents; c) The bidder has visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents; d) the bidder has familiarized itself with federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and e) the bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the City of Las Vegas shall rely on these representations.
8. **INTERPRETATIONS/ADDENDA:** Bidders requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

Written questions or inquiries in relation to the Invitation for Bid will be directed to:

Natasha Padilla  
City of Las Vegas Public Housing Authority  
2400 Sagebrush Street  
Las Vegas, NM 87701  
Ph. (505) 425-9463  
Email – [npadilla@ci.las-vegas.nm.us](mailto:npadilla@ci.las-vegas.nm.us)

Addenda will be transmitted to all bidders that are listed on the Bid Holder's List at the printer(s) who have received a complete set of Bid Documents.

Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose. Each addendum shall be part of the contract documents as specified in the written contract, attached to these specifications.

Addenda will be issued no later than five (5) working days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda and the bidder shall acknowledge receipt in the bid.

9. **SUBSTITUTIONS:** The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of bids.
10. **WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT:** The contractor shall be required to fully comply with the Federal Davis-Bacon Act. If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an addendum.
11. **BID FORM:**
  - A. The bid forms are included in the bidding documents.  
To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. The bid price of each item on the form must be stated in numerals and written words; in case of an error in extensions in the unit price schedule the unit price shown in written words shall govern.
  - B. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
  - C. Bids by partnerships must be executed in the partnership name and signed by a partner, their title must appear under their signature and the official address of the partnership must be shown below the signature.
  - D. All names must be typed or printed below the signature.
  - E. The bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the bid form).
12. **BID SECURITY:** Each individual bid shall be accompanied by bid security equal to 5% of the amount of the bid as outlined in 00 21 00 Instructions to Bidders – HUD form 5369.

By submitting the bid and providing the bid security, the bidder pledges to enter into a binding contract with the City of Las Vegas Public Housing Authority and will furnish

bonds covering the faithful performance of the contract and payment of all obligations arising hereunder.

The City of Las Vegas Public Housing Authority will have the right to retain the bid security of bidders to whom an award is being considered until either the contract has been executed and bonds, if required, have been furnished or the specified time has elapsed so that bids may be withdrawn or all bids have been rejected.

13. POWER OF ATTORNEY: Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
14. QUALIFICATION OF BIDS: All contractors and subcontractors must have a valid New Mexico license appropriate to the work herein specified.
15. SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the "Advertisement for Bids" found in Section 00 11 00 of this IFB and shall be enclosed in an opaque sealed envelope. Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

City Clerk  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

16. MODIFICATION AND OF BID: Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.
17. WITHDRAWAL OF BID: A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.
18. FEDERAL TAX IDENTIFICATION NUMBER: Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.  
FEDERAL TAX ID NUMBER: 27-0833492  
SOCIAL SECURITY NUMBER: \_\_\_\_\_
19. NEW MEXICO TAX IDENTIFICATION NUMBER: Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the

New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03170963000

20. **GROSS RECEIPTS TAXES:** The amount of the bid shall exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The applicable gross receipts tax or applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.

If the bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas

21. **TAXES:** Bidder must pay all applicable taxes.
22. **CONSIDERATION OF BIDS:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the base bids and alternates or bid items, if any, will be made available to the bidders. Each bid shall be open to public inspection.
23. **BID OPENING PROCEDURE:** The person or persons opening the bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive bidder and the bid amount(s). If any requirements have not been met, the bid shall be deemed non-responsive and disqualified. Each bid shall be reviewed for the following:
- A. Bid Proposal – Include name of bidder, type of organization, contractor's license number and DOL registration number and all required signatures.
  - B. Bid Form- Include acknowledgement of all addenda, if applicable, bidder's name, title, address, telephone number, contractor's license number and type, United States Treasury number, resident preference certificate, if applicable, and all required signatures.
  - C. Bid Sheet-Include best price offered, excluding GRT.
  - D. Non-Collusion Affidavit for Prime Bidder Form-Include all required notarized signatures.
  - E. Bid Bond- Shall be in the form of a certified or cashier's check made payable to the City of Las Vegas Housing Authority or a surety bond issued by a surety.
  - F. Subcontractor's Listing Form-List of all subcontractors performing work over \$5,000.00, include name, address, telephone number, license number and **active** NM Department of Workforce Solutions Registration Number.
  - G. Campaign Contribution Disclosure Form-Include all required signatures.
  - H. Required Certifications – Form HUD-5369 – Include all required signatures.

**IF ANY OF THESE REQUIREMENTS HAVE NOT BEEN MET, THE BID MAY BE DISQUALIFIED AND CONSIDERED NON-RESPONSIVE.**

24. **BIDS TO REMAIN OPEN:** All bids shall remain open for ninety (90) days after the day of the bid opening.
25. **AWARD OF CONTRACT:**
- A. Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications.

- B. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.
- C. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

- 26. LIQUIDATED DAMAGES: Liquidated damages in the amount of three hundred dollars (\$300.00) per each working day shall be assessed after the completion date (as adjusted by change orders) until the issuance of a Certificate of Substantial Completion for the entire project.
- 27. NON-EXCLUSION: Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

- 28. LICENSE OR ROYALTY FEES: Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
- 29. PERMITS: It is the responsibility of the contractor and each subcontractor to obtain permits and inspections required by the City of Las Vegas and/or the State of New Mexico or any other entity that may have jurisdiction over the construction.
- 30. NON-COLLUSION: In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.
- 31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.
- 32. BRIBERY AND KICKBACK: The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

33. **QUANTITIES:** The quantities set forth in the bid proposal, if provided, are estimated quantities on which bids will be compared and which will be the basis for award of contract. The bidder shall inform the Procurement Manager if any quantity errors or elements not listed in the bid sheets are found. Payment will be made for work actually performed.
34. **DEFAULT:** The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.
35. **BID PROTESTS:** If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.
36. **CONTRACTOR'S QUALIFICATION STATEMENT:** A bidder to whom award of a contract is under consideration shall submit, upon request, information and data to prove that its financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents.
37. **BOND REQUIREMENTS – PERFORMANCE BOND AND PAYMENT BOND:** If awarded the contract, a bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The amount of the bonds, performance and payment, shall each be equal to 100% of the contract sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.
38. **TIME OF DELIVERY AND FORM OF BONDS.** The bidder shall deliver the required bonds to the City no later than seven (7) days following the date of execution of the contract. If the Work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the City of Las Vegas that such bonds will be furnished and delivered in accordance with this section.

The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

39. **COMMERCIAL WARRANTY:** The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

40. **NOTICE OF AWARD:** A written Notice of Award shall be issued by the City of Las Vegas after review and approval of the bid and related documents.
41. **CONTRACT:** When the City issues a purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).
42. **CANCELLATION OF AWARD:** When in the best interest of the public, the City of Las Vegas may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City of Las Vegas.
43. **TERMINATION:** This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.
44. **NOTICE TO PROCEED:** The City of Las Vegas will issue a written Notice to Proceed and a purchase order to the contractor stipulating the date from which contract time will be charged and the date contract time is to expire.
45. **FAILURE TO EXECUTE CONTRACT:** Failure to return the signed contract with acceptable contract bonds and certificate of insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award. The award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the owner may decide.
46. **INSURANCE REQUIREMENTS:** At a minimum upon execution of the Agreement between the City of Las Vegas and the contractor, the contractor shall furnish to the City of Las Vegas, Certificates of Insurance naming City of Las Vegas Public Housing Authority as an additional insured for the insurance coverage as specified in the contract and the exhibit to the contract.
47. **CLARIFICATION OF NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR, AND CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY:** The general contractor is not required to present completed "Non-Collusion Affidavit of Subcontractor" and "Certification of Subcontractor Regarding Equal

Employment Opportunity” forms from their subcontractors at the time of bid submittal; however, once the contract is awarded, the general contractor is responsible for providing these forms along with the bonds and certificate of insurance.

48. **SUBCONTRACTOR PERFORMANCE AND PAYMENT BOND.** A subcontractor whose work to be performed on a public works building project is one hundred thousand twenty five dollars (\$125,000) or more shall submit a performance and payment bond in the amount of the work they are to perform on the project. These bonds will be submitted within the stated (10) calendar days after the date of the Notice to Award.
49. **OPERATIONS AND MAINTENANCE MANUALS:** At the completion of the project but prior to the Substantial Completion certificate approved by the engineer, the contractor shall submit to the architect two (2) copies of a three ring binder with all maintenance and operations instructions for all systems and items within this phase of construction, if applicable.
50. **SUFFICIENT APPROPRIATION:** Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The City of Las Vegas 's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
51. **NUMBER OF BIDS ACCEPTED.** Bidders shall submit only one (1) bid in response to this IFB.

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

City Clerk, City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

#### **9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

#### **10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

#### **11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

#### **12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.



BIDDER INFORMATION

BIDDER: Carreon Construction LLC

AUTHORIZED AGENT: Diego Carreon

ADDRESS: 1009 17th St. NW Rio Rancho NM 87144

TELEPHONE NUMBER (505) 250-0546

FAX NUMBER (505) 891-9189

DELIVERY: P.O Box 504 Corrales Nm 87048

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1278396976

NEW MEXICO CONTRACTORS LICENSE NO.: 363040

BID ITEM (S): Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta

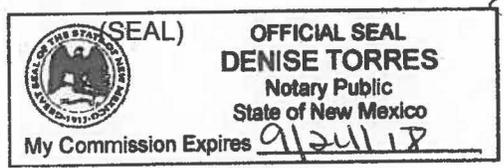
ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF nm }  
 COUNTY OF Valencia }

I Diego Carreon, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this 4th day of March, 2017.  
 Signature [Signature]



Notary Public Signature [Signature]  
 My Commission Expires: 9/24/18

**CITY OF LAS VEGAS PUBLIC HOUSING AUTHORITY  
BID FORM**

FROM: Carreon Construction LLC

hereinafter called "Bidder".

TO: City Clerk, City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

hereinafter called "CONTRACTING AGENCY",

BID FOR: **IFB# 2017-22**

PROJECT: **Construction Services for Parking Lot / Site Improvements at Sagebrush Street,  
2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta**

Purchasing Division:

The bidder has familiarized itself with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- A. Advertisement for Bids
- B. Instructions for Bidders
- C. Bid Proposal and other required bid forms as listed herein
- D. General Conditions
- E. Supplemental Conditions
- F. Form of Agreement
- G. Form of Performance Bond
- H. Form of Labor and Material Payment Bond
- I. Technical Specifications
- J. All information provided in the Specifications and Drawings

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the construction of improvements at City of Las Vegas Public Housing Authority sites Sagebrush Street / 2323 Calle Bonita / 2322 Calle Contenta / 2324 Calle Contenta, in accordance with the above listed documents.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

In submitting this bid, the Bidder understands that the right is reserved by the City of Las Vegas Public Housing Authority to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that City of Las Vegas Public Housing Authority intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening thereof or at any time thereafter before

this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form within ten (10) days after the agreement is presented to it for signature.

All Addenda pertaining to this Project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Date	Acknowledged by Bidder or Its Authorized Representative	Date Acknowledged
<u>1</u>	<u>March 31 2017</u>	<u>ACKnowledge by Diego Carreon</u>	<u>March 31. 2017</u>

**Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his proposal.** It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

The Bidder agrees to commence work under this Contract within fifteen (15) days after, a date to be specified in a written "Notice to Proceed" from the City of Las Vegas Public Housing Authority or its authorized agents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

This Bid Proposal contains the following:

- A. Bidder Information
- B. Bid Form
- C. Bid Sheet
- D. Non-Collusion Affidavit of Prime Bidder
- E. Bid Bond
- F. Subcontractors Listing (as included in this packet)
- G. Campaign Contribution Disclosure Form
- H. Required Certifications (Form HUD 5369A)

**Failure to include any of the above listed documents in the bid submittal may be considered sufficient grounds for disqualification of the bidder and rejection of its bid.**

Respectfully submitted:

Name of Bidder:

Carreon Construction LLC

Official Address:

1009 17th St. NW

By: [Signature]  
(Signature)

Rio Rancho NM

Title: President

87144

Date: April 6 2017

NM Contractor License Number(s): 363040

Telephone No.: (505) 250-0566

United States Treasury Number: 27-0833497

Email Address: dcarreon2012@yahoo.com

CITY OF LAS VEGAS PUBLIC HOUSING AUTHORITY  
BID SHEET

IFB# 2017-22

**Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle  
Contenta, 2324 Calle Contenta**

Please offer your best price for the work required for the construction of Parking Lot / Site Improvements for the Las Vegas Public Housing Authority. The Lump Sum Base Bid is inclusive of any and all items and costs necessary to furnish, install, or complete the work, including but not limited to, necessary superintendence, labor, equipment, tools, machinery, mobilization, insurance, profit, and overhead.

**LUMP SUM BASE BID**

Item	Description
1.	Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta

Lump Sum Base Bid: \$238,350.<sup>00</sup>

Lump Sum Base Bid (written in words): Two hundred thirty eight thousand, three hundred Fifty Dollars.

**ALL LUMP SUM BIDS ARE EXCLUSIVE OF GROSS RECEIPTS TAX**

**NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR**

State of New Mexico )

County of San Miguel)

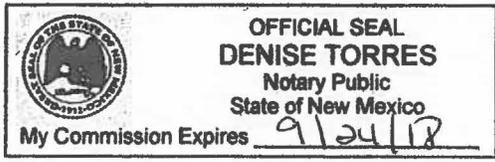
I, Diego Carreron being first duly sworn, deposes and says that :

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

/s/ [Signature]

Subscribed and sworn before me this 4 day of March, 2017.

NOTARY PUBLIC: [Signature] My Commission Expires: 9/24/18



**BID BOND**  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we CARREON CONSTRUCTION, LLC

as Principal hereinafter called the Principal, and OLD REPUBLIC SURETY CO

a corporation duly organized under the laws of the state of WISCONSIN as Surety, hereinafter called the Surety,  
are held and firmly bound unto CITY OF LAS VEGAS, NEW MEXICO

as Obligee, hereinafter called the Obligee, in the sum of TWO HUNDRED THOUSAND DOLLARS AND 00/100

Dollars (\$ 200,000.00 ), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for NEW PARKING LOT, CURBS AND GUTTERS

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

Signed and sealed this 4TH day of APRIL, 2017

[Signature]  
Witness

CARREON CONSTRUCTION, LLC  
Principal (Seal)

By: [Signature]  
DIEGO CARREON, MANAGING MEMBER Name/Title

OLD REPUBLIC SURETY CO  
Surety



[Signature]  
Witness

By: [Signature]  
BARBARA A HOESCHEN Attorney-in-Fact



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

WADE AIRHEART, BARBARA A. HOESCHEN, OF ALBUQUERQUE, NM

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED  
TWO MILLION DOLLARS(\$2,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

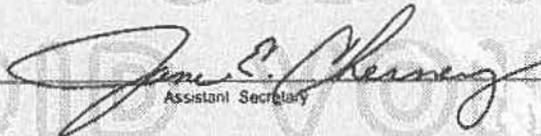
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company  
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or  
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or  
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

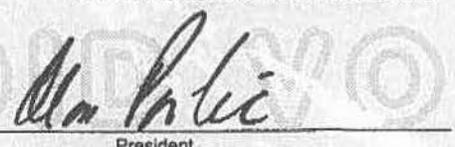
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26TH day of JANUARY, 2017.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary



  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 26TH day of JANUARY, 2017, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2018

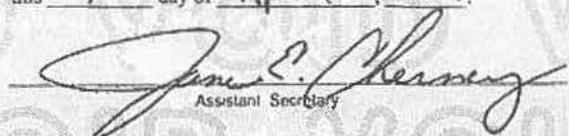
### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

51-5728

Signed and sealed at the City of Brookfield, WI this 4<sup>th</sup> day of April, 2017.



  
Assistant Secretary

CONTRACTORS BONDING SERV. INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

### SUBCONTRACTOR LISTING

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.
3. The Bidder shall list the Subcontractor's Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor. The awarded contractor will be required to provide signatures for all subcontractors listed on the subcontractor listing form.
4. For **all trades** that are listed "**only one bid received**" or "**no bid received**" the Contractor must list the names and telephone numbers of all businesses contacted for a quote.

Trade: <i>Landscape</i>	Name of Subcontractor: <i>Mountain West GolfScapes</i>	
Address: <i>P.O Box 1630 Peralta NM 87042</i>		
Telephone No: <i>(505) 869-9019</i>	License No: <i>85402</i>	NM Dept of Workplace Solutions Registration No. <i>002316920110831</i>
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade: <i>Demolition, Site work</i>	Name of Subcontractor: <i>Carreon Construction LLC</i>	
Address: <i>1009 17th St. NW Rio Rancho NM 87144</i>		
Telephone No: <i>(505) 250-0566</i>	License No: <i>363040</i>	NM Dept of Workplace Solutions Registration No. <i>002450820120511</i>
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		

## SUBCONTRACTOR LISTING

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**"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.

**"Prospective contractor"** means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)



# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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Clause	Page
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2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

Diego C. Allen [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit"  is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b)  is,  is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is,  is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |  |   |
|--|---|
| <input type="checkbox"/> Black Americans               | <input type="checkbox"/> Asian Pacific Americans  |
| <input checked="" type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans              | <input type="checkbox"/> Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a)  is,  is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b)  is,  is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, ~~is~~ is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, ~~is~~ is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

 3/31/17  
(Signature and Date)

Diego Carreon  
(Typed or Printed Name)

President  
(Title)

Carreon Construction LLC  
(Company Name)

(Company Address)  
PO Box 504 Corrales NM  
87048

Bill Richardson  
Governor

Edward J. Lopez  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

Lisa D. Martinez  
Director

*This is to certify that:* **CARREON CONSTRUCTION LLC**  
**PERMANENT LICENSE #363040**

*Located at:* **PO BOX 504, CORRALES, NM 87048**

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

**GA01, GA03, GB98**

*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**09/28/2009**

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

\_\_\_\_\_  
*Lisa D. Martinez*  
**Director**

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

# *Certificate of Contractor Registration*



This is to certify that

## **Carreon Construction LLC**

Carreon Construction LLC

1009 17TH ST NW

RIO RANCHO, NM, 87144-4016

has registered with the Department of Workforce Solutions

**Registration Date: 5/24/2016**

**Registration Number: 002450820120511**

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

**STATE OF NEW MEXICO**

**TAXATION AND REVENUE DEPARTMENT**

**RESIDENT CONTRACTOR CERTIFICATE**

Issued to: **CARREON CONSTRUCTION, LLC.**

DBA: **CARREON CONSTRUCTION, LLC.**  
**PO BOX 504**  
**CORRALES, NM 87048**

Expires: **16-Mar-2019**

Certificate Number:

**L1278396976**



Demesia Padilla, CPA, Cabinet Secretary

**THIS CERTIFICATE IS NOT TRANSFERABLE**

**ADVERTISEMENT FOR BIDS**

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 pm local time, April 06, 2017, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

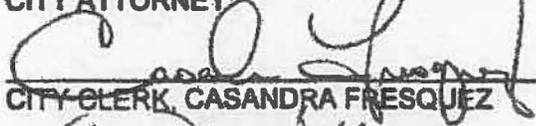
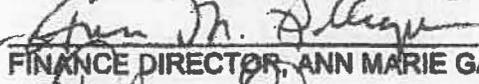
**PARKING LOT / SITE IMPROVEMENTS AT SAGEBRUSH STREET, 2323 CALLE BONITA, 2322 CALLE CONTENTA, 2324 CALLE CONTENTA**

Copies of the BIDDING DOCUMENTS, to be used in connection with the submission of bids will be available for electronic download (or printing) by contacting Casandra Fresquez, City Clerk, City of Las Vegas, by telephone at (505) 454-1401, or by email at cfresquez@ci.las-vegas.nm.us. One hardcopy of the bidding documents will be available for viewing at the Public Housing Authority offices located at 2400 Sagebrush Street, Las Vegas, NM 87701. A copy of the advertisement information will be located at the City of Las Vegas website at: [http://www.lasvegasnm.gov/business/request\\_for\\_proposal\\_bids/index.php](http://www.lasvegasnm.gov/business/request_for_proposal_bids/index.php)

One non-mandatory Pre-Bid conference will be held at 10:00 a.m. March 22, 2017 at 2400 Sagebrush Street, Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta Opening No. 2017-22; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS  
  
CITY MANAGER, RICHARD TRUJILLO  
  
CITY ATTORNEY  
  
CITY CLERK, CASANDRA FRESQUEZ  
  
FINANCE DIRECTOR, ANN MARIE GALLEGOS  
  
PURCHASING OFFICER, HELEN VIGIL

Opening No. 2017-22

Date Issued: 3/10/2017

Date Issued: Published: March 15 2017  
City Web March 15 2017

**INSTRUCTIONS TO BIDDERS**

Bids are requested by licensed and certified construction companies for the Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta.

**LOCATION AND DESCRIPTION OF WORK:** The City of Las Vegas Public Housing Authority administers public housing to 267 housing units within the City of Las Vegas including units on Sagebrush Street, Calle Bonita, and Calle Contenta. Existing streets provide access to parking for residential units.

The Las Vegas Public Housing Authority Parking Lot / Site Improvements construction project calls for parking lot and site improvements at two housing project locations. The project includes renovating and expanding existing parking along both sides of Sagebrush Street through select demolition; constructing new curbs and sidewalks; resurfacing the parking areas; and striping parking areas. Improvements at Calle Bonita and Calle Contenta include select demolition / reconstruction of curbs, sidewalk culverts, asphalt pavement, and sidewalks; restriping parking areas; installing drainage swales to new infiltration basins to address site drainage; and installing non-irrigated shade trees.

The bids shall be in the form of unit pricing as per items listed on the bid sheets.

The bid shall include all permits, fees, tie-in fees for all utilities, overhead and profit and incidental costs in the bid amounts. All applicable taxes shall not be included in the bid amounts.

All applicable laws and ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contractor and all agreements between the contractor and the City.

1. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 p.m. local time April 6, 2017, at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for April 12, 2017. The successful Bidder will be notified by mail. A bid received after the specified time will not be considered and will be returned to the bidder unopened.
2. **RESPONSIBILITY OF BIDDER:** At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.
3. **SPECIFICATIONS:** The construction/addition of the project will be in accordance with the specifications and drawings provided by the City of Las Vegas Public Housing Authority, which are included in this bid package.

4. **CONTRACT TIME:** The number of days for the completion of work (the contract time) is 45 calendar days to Substantial Completion with another 20 calendar days to Final Acceptance. "Calendar days" are defined as consecutive days.
5. **COPIES OF BIDDING DOCUMENTS:** Bid Documents are available by contacting Casandra Fresquez, City Clerk, City of Las Vegas, by telephone at (505) 454-1401, or by email at [cfresquez@ci.las-vegas.nm.us](mailto:cfresquez@ci.las-vegas.nm.us) One hardcopy of the bidding documents will be available for viewing at the Public Housing Authority offices located at 2400 Sagebrush Street, Las Vegas, NM 87701. A copy of the advertisement information will be located at the City of Las Vegas website at: [http://www.lasvegasnm.gov/business/request\\_for\\_proposal\\_bids/index.php](http://www.lasvegasnm.gov/business/request_for_proposal_bids/index.php)

Bidders shall use complete sets of Bidding Documents in preparing bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

No license or grant of use of the Bidding Documents is conferred by issuance of copies of the bidding documents.

6. **PRE-BID CONFERENCE:** A Pre-Bid Conference will be held on **Wednesday, March 22, 2017 at 10:00 AM** at the City of Las Vegas Public Housing Authority offices located at 2400 Sagebrush Street, Las Vegas, NM 87701. Attendance at the pre-proposal conference is *not mandatory*.
7. **BIDDER'S REPRESENTATION:** By submitting a bid the bidder represents that: a) the bidder has read and understands the Bid Documents and Contract Documents; b) the bid is made in compliance with the Bid Documents and Contract Documents; c) The bidder has visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents; d) the bidder has familiarized itself with federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and e) the bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the City of Las Vegas shall rely on these representations.
8. **INTERPRETATIONS/ADDENDA:** Bidders requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

Written questions or inquiries in relation to the invitation for Bid will be directed to:

Natasha Padilla  
City of Las Vegas Public Housing Authority  
2400 Sagebrush Street  
Las Vegas, NM 87701  
Ph. (505) 425-9463  
Email – [npadilla@ci.las-vegas.nm.us](mailto:npadilla@ci.las-vegas.nm.us)

Addenda will be transmitted to all bidders that are listed on the Bid Holder's List at the printer(s) who have received a complete set of Bid Documents.

Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose. Each addendum shall be part of the contract documents as specified in the written contract, attached to these specifications.

Addenda will be issued no later than five (5) working days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda and the bidder shall acknowledge receipt in the bid.

9. **SUBSTITUTIONS:** The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of bids.
10. **WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT:** The contractor shall be required to fully comply with the Federal Davis-Bacon Act. If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an addendum.
11. **BID FORM:**
  - A. The bid forms are included in the bidding documents.  
To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. The bid price of each item on the form must be stated in numerals and written words; in case of an error in extensions in the unit price schedule the unit price shown in written words shall govern.
  - B. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
  - C. Bids by partnerships must be executed in the partnership name and signed by a partner, their title must appear under their signature and the official address of the partnership must be shown below the signature.
  - D. All names must be typed or printed below the signature.
  - E. The bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the bid form).
12. **BID SECURITY:** Each individual bid shall be accompanied by bid security equal to 5% of the amount of the bid as outlined in 00 21 00 Instructions to Bidders – HUD form 5369.

By submitting the bid and providing the bid security, the bidder pledges to enter into a binding contract with the City of Las Vegas Public Housing Authority and will furnish

bonds covering the faithful performance of the contract and payment of all obligations arising hereunder.

The City of Las Vegas Public Housing Authority will have the right to retain the bid security of bidders to whom an award is being considered until either the contract has been executed and bonds, if required, have been furnished or the specified time has elapsed so that bids may be withdrawn or all bids have been rejected.

13. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
14. **QUALIFICATION OF BIDS:** All contractors and subcontractors must have a valid New Mexico license appropriate to the work herein specified.
15. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the "Advertisement for Bids" found in Section 00 11 00 of this IFB and shall be enclosed in an opaque sealed envelope. Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

City Clerk  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

16. **MODIFICATION AND OF BID:** Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.
17. **WITHDRAWAL OF BID:** A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.
18. **FEDERAL TAX IDENTIFICATION NUMBER:** Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.  
FEDERAL TAX ID NUMBER: 85-0463679  
SOCIAL SECURITY NUMBER: \_\_\_\_\_
19. **NEW MEXICO TAX IDENTIFICATION NUMBER:** Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the

New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions  
NEW MEXICO TAX IDENTIFICATION NO. (CRS): 02-421094-003

20. **GROSS RECEIPTS TAXES:** ~~The amount of the bid shall exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The applicable gross receipts tax or applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.~~

If the bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas

21. **TAXES:** Bidder must pay all applicable taxes.
22. **CONSIDERATION OF BIDS:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the base bids and alternates or bid items, if any, will be made available to the bidders. Each bid shall be open to public inspection.
23. **BID OPENING PROCEDURE:** The person or persons opening the bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive bidder and the bid amount(s). If any requirements have not been met, the bid shall be deemed non-responsive and disqualified. Each bid shall be reviewed for the following:
- A. Bid Proposal – Include name of bidder, type of organization, contractor's license number and DOL registration number and all required signatures.
  - B. Bid Form- Include acknowledgement of all addenda, if applicable, bidder's name, title, address, telephone number, contractor's license number and type, United States Treasury number, resident preference certificate, if applicable, and all required signatures.
  - C. Bid Sheet-Include best price offered, excluding GRT.
  - D. Non-Collusion Affidavit for Prime Bidder Form-Include all required notarized signatures.
  - E. ~~Bid Bond- Shall be in the form of a certified or cashier's check made payable to the City of Las Vegas Housing Authority or a surety bond issued by a surety.~~
  - F. Subcontractor's Listing Form-List of all subcontractors performing work over \$5,000.00, include name, address, telephone number, license number and **active** NM Department of Workforce Solutions Registration Number.
  - G. Campaign Contribution Disclosure Form-Include all required signatures.
  - H. Required Certifications – Form HUD-5369 – Include all required signatures.

**IF ANY OF THESE REQUIREMENTS HAVE NOT BEEN MET, THE BID MAY BE DISQUALIFIED AND CONSIDERED NON-RESPONSIVE.**

24. **BIDS TO REMAIN OPEN:** All bids shall remain open for ninety (90) days after the day of the bid opening.
25. **AWARD OF CONTRACT:**
- A. ~~Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications.~~

BIDDER INFORMATION

BIDDER: RL Leeder Company

AUTHORIZED AGENT: John Leeder Vice President

ADDRESS: PO Box 15147 Santa Fe, NM 87592

TELEPHONE NUMBER ( ) 505 473 1360

FAX NUMBER ( ) 505 473 0141

DELIVERY: 1225 S St Francis Dr Santa Fe, NM 87505

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: 83147

BID ITEM (S): Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta



ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF New Mexico }

COUNTY OF San Miguel }

I John Leeder, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this 6th day of April, 2017.

Signature  
\_\_\_\_\_  
Notary Public Signature

My Commission Expires: 2/26/18



**CITY OF LAS VEGAS PUBLIC HOUSING AUTHORITY  
BID FORM**

FROM: RL Leeder Company

PO Box 15147 Santa Fe, NM 87592

hereinafter called "Bidder".

TO: City Clerk, City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

hereinafter called "CONTRACTING AGENCY",

BID FOR: **IFB# 2017-22**

PROJECT: **Construction Services for Parking Lot / Site Improvements at Sagebrush Street,  
2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta**

Purchasing Division:

The bidder has familiarized itself with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- A. Advertisement for Bids
- B. Instructions for Bidders
- C. Bid Proposal and other required bid forms as listed herein
- D. ~~General Conditions~~
- E. Supplemental Conditions
- F. Form of Agreement
- G. Form of Performance Bond
- H. Form of Labor and Material Payment Bond
- I. Technical Specifications
- J. All information provided in the Specifications and Drawings

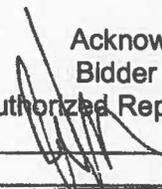
Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the construction of improvements at City of Las Vegas Public Housing Authority sites Sagebrush Street / 2323 Calle Bonita / 2322 Calle Contenta / 2324 Calle Contenta, in accordance with the above listed documents.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

In submitting this bid, the Bidder understands that the right is reserved by the City of Las Vegas Public Housing Authority to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that City of Las Vegas Public Housing Authority intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening thereof or at any time thereafter before

this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form within ten (10) days after the agreement is presented to it for signature.

All Addenda pertaining to this Project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No. <u>3-31-17</u> Date <u>3-31-17</u>	Acknowledged by Bidder or Its Authorized Representative 	Date Acknowledged <u>4-1-17</u>
---	--	---------------------------------------

**Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his proposal.** It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

The Bidder agrees to commence work under this Contract within fifteen (15) days after, a date to be specified in a written "Notice to Proceed" from the City of Las Vegas Public Housing Authority or its authorized agents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

This Bid Proposal contains the following:

- A. Bidder Information
- B. Bid Form
- C. Bid Sheet
- D. Non-Collusion Affidavit of Prime Bidder
- E. Bid Bond
- F. Subcontractors Listing (as included in this packet)
- G. Campaign Contribution Disclosure Form
- H. Required Certifications (Form HUD 5369A)

**Failure to include any of the above listed documents in the bid submittal may be considered sufficient grounds for disqualification of the bidder and rejection of its bid.**

Respectfully submitted:

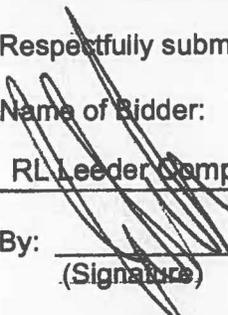
Name of Bidder:

RL Leeder Company

Official Address:

PO Box 15147

By:

  
(Signature)

Santa Fe, NM 87592

Title: Vice President

Date: 4/6/17

NM Contractor License Number(s): 83147

Telephone No.: 505 473 1360

United States Treasury Number: 85-0463679

Email Address: 505 473 0141

**CITY OF LAS VEGAS PUBLIC HOUSING AUTHORITY  
BID SHEET**

**IFB# 2017-22**

**Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle  
Contenta, 2324 Calle Contenta**

Please offer your best price for the work required for the construction of Parking Lot / Site Improvements for the Las Vegas Public Housing Authority. The Lump Sum Base Bid is inclusive of any and all items and costs necessary to furnish, install, or complete the work, including but not limited to, necessary superintendence, labor, equipment, tools, machinery, mobilization, insurance, profit, and overhead.

**LUMP SUM BASE BID**

Item	Description
1.	Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta

Lump Sum Base Bid: \$286,635.00

Lump Sum Base Bid (written in words): Two hundred eighty-six thousand

Six hundred thirty-five dollars and Zero Cents

---

**ALL LUMP SUM BIDS ARE EXCLUSIVE OF GROSS RECEIPTS TAX**

**NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR**

State of New Mexico )

County of San Miguel

I, John Leeder being first duly sworn, deposes and says that :

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

/s/ \_\_\_\_\_

Subscribed and sworn before me this 6th day of April, 2017.

NOTARY PUBLIC: \_\_\_\_\_ My Commission Expires: 2/26/18



**BID BOND**

A. KNOW ALL MEN BY THESE PRESENT, THAT WE R.L. Leeder Company  
hereinafter called the PRINCIPAL, as PRINCIPAL and  
the Old Republic Surety Company, of Milwaukee a Corporation duly organized under  
the laws of the State of Wisconsin, and authorized to do business in the State of  
New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the City  
of Las Vegas Public Housing Authority, hereinafter called the OBLIGEE, in the sum of  
\*\*\* Five Percent (5%) of Amount Bid \*\*\*

DOLLARS (\$ 5%) for the payment of which sum well and truly to be made, the  
said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly be these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated April 6, 2017, for  
Construction Services for Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita,  
2322 Calle Contenta, 2324 Calle Contenta, IFB No. 2017-22. Las Vegas, NM.

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

SIGNED AND SEALED THIS 24th DAY OF March, 2017.

R.L. Leeder  
BIDDER

By: [Signature]  
PRINCIPAL

Old Republic Surety Company  
By: [Signature]  
SURETY

Title: Shirley A. Talley, Attorney-In-Fact



(SEAL)

WITNESS

WITNESS

# OLD REPUBLIC SURETY COMPANY



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

SHIRLEY A. TALLEY, MICHAEL T. BYRD, DAVID C. MITCHE, SUSAN D. MARTIN, THOMAS M. PADILLA, OF ALBUQUERQUE, NM

the true and lawful Attorney(s)-in-fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED  
FIVE MILLION DOLLARS(\$5,000,000) FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorney-in-fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company  
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or  
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or  
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 13TH day of FEBRUARY, 2017.

OLD REPUBLIC SURETY COMPANY

*James E. Chatterly*  
Assistant Secretary



*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 13TH day of FEBRUARY, 2017, personally came before me, Alan Pavlic and James E. Chatterly to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kobay R. Johnson*  
Notary Public  
My commission expires: 9/28/2018

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

51-1943

Signed and sealed at the City of Brookfield, WI this 24th day of MARCH, 2017.

*James E. Chatterly*  
Assistant Secretary



HUB INTERNATIONAL INSURANCE

## SUBCONTRACTOR LISTING

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.
3. The Bidder shall list the Subcontractor's Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor. The awarded contractor will be *required to provide signatures for all subcontractors listed on the subcontractor listing form.*
4. For **all trades** that are listed "**only one bid received**" or "**no bid received**" the Contractor must list the names and telephone numbers of all businesses contacted for a quote.

Trade: Landscaping		Name of Subcontractor: Parsons Lawn and Landscaping	
Address: 627 S Pacific St Las Vegas, NM 87701			
Telephone No: 505 429 0271		License No: 30767	NM Dept of Workplace Solutions Registration No. 2850 3958 7720 17
Signature of Subcontractor (To be obtained after award of contract):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted:			
1. Cassidy's Landscaping		505 474 4500	
2. Lee's Landscaping		505 822 8722	
3.			
Trade:		Name of Subcontractor:	
Address:			
Telephone No:		License No:	NM Dept of Workplace Solutions Registration No.
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted:			
1.			
2.			
3.			
Signature of Subcontractor (To be obtained after award of contract):			
Trade:		Name of Subcontractor:	
Address:			
Telephone No:		License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted:			
1.			
2.			
3.			

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 of (a) a prospective contractor; if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**"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.

**"Prospective contractor"** means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: No Contributions were Made

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

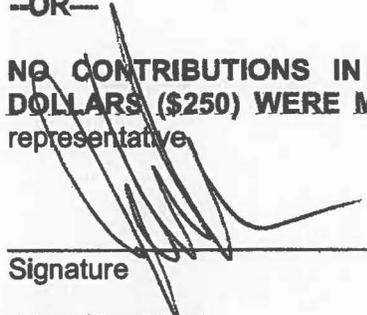
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

~~—OR—~~

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

  
\_\_\_\_\_  
Signature

4/16/17  
\_\_\_\_\_  
Date

**Vice President**  
\_\_\_\_\_  
Title (Position)

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that—

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory—

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

Roddy Leeder President [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit"  is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.  
[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days. 60

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [X] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [X] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [X] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans [ ] Asian Pacific Americans  
[ ] Hispanic Americans [ ] Asian Indian Americans  
[ ] Native Americans [ ] Hasidic Jewish Americans

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [X] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [X] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

 4/6/17  
(Signature and Date)

John Leeder  
(Typed or Printed Name)

Vice President.  
(Title)

RL Leeder Company  
(Company Name)

PO Box 15147 Santa Fe, NM 87592  
(Company Address)

BIDDER INFORMATION

BIDDER: Longhorn Construction Services, Inc.

AUTHORIZED AGENT: [Signature] Samuel D. Romero, President

ADDRESS: 9208 Lona Lane NE Albuquerque, NM 87111 lcsinc@comcast.net

TELEPHONE NUMBER (505 ) 858-1360

FAX NUMBER (505 ) 858-1437

DELIVERY: per specifications - see project manual

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1670780880

NEW MEXICO CONTRACTORS LICENSE NO.: 34301 GB98 GA01 GF05

BID ITEM (S): Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta



ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NEW MEXICO }  
COUNTY OF BERNALILLO }

I Samuel D. Romero, President, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]  
Signature Samuel D. Romero, President

Subscribed and sworn to before me, this 6th day of April, 2017.



[Signature]  
Notary Public Signature Missy Hayes  
My Commission Expires: 09/17/2018



**CITY OF LAS VEGAS PUBLIC HOUSING AUTHORITY  
BID FORM**

FROM: Longhorn Construction Services, Inc.

9208 Lona Lane NE Albuquerque, NM 87111 lcsinc@comcast.net  
hereinafter called "Bidder".

TO: City Clerk, City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

hereinafter called "CONTRACTING AGENCY",

BID FOR: **IFB# 2017-22**

PROJECT: **Construction Services for Parking Lot / Site Improvements at Sagebrush Street,  
2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta**

Purchasing Division:

The bidder has familiarized itself with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- A. Advertisement for Bids
- B. Instructions for Bidders
- C. Bid Proposal and other required bid forms as listed herein
- D. General Conditions
- E. Supplemental Conditions
- F. Form of Agreement
- G. Form of Performance Bond
- H. Form of Labor and Material Payment Bond
- I. Technical Specifications
- J. All information provided in the Specifications and Drawings

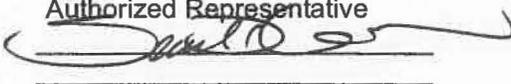
Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the construction of improvements at City of Las Vegas Public Housing Authority sites Sagebrush Street / 2323 Calle Bonita / 2322 Calle Contenta / 2324 Calle Contenta, in accordance with the above listed documents.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

In submitting this bid, the Bidder understands that the right is reserved by the City of Las Vegas Public Housing Authority to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that City of Las Vegas Public Housing Authority intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening thereof or at any time thereafter before

this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form within ten (10) days after the agreement is presented to it for signature.

All Addenda pertaining to this Project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Date	Acknowledged by Bidder or Its Authorized Representative	Date Acknowledged
1	03/31/17		04/06/2017
		Samuel D. Romero, President	



**Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his proposal.** It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

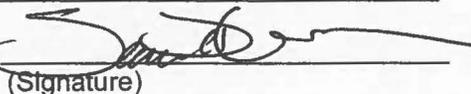
The Bidder agrees to commence work under this Contract within fifteen (15) days after, a date to be specified in a written "Notice to Proceed" from the City of Las Vegas Public Housing Authority or its authorized agents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

This Bid Proposal contains the following:

- A. Bidder Information
- B. Bid Form
- C. Bid Sheet
- D. Non-Collusion Affidavit of Prime Bidder
- E. Bid Bond
- F. Subcontractors Listing (as included in this packet)
- G. Campaign Contribution Disclosure Form
- H. Required Certifications (Form HUD 5369A)

**Failure to include any of the above listed documents in the bid submittal may be considered sufficient grounds for disqualification of the bidder and rejection of its bid.**

Respectfully submitted:

Name of Bidder:	Official Address:
<u>Longhorn Construction Services, Inc.</u>	<u>9208 Lona Lane NE</u>
By:  (Signature)	<u>Albuquerque, NM 87111</u>
Title: <u>Samuel D. Romero, President</u>	<u>NM DWS Registration #0185872011517</u>
Date: <u>April 6, 2017</u>	NM Contractor License Number(s): <u>34301 GB98 GA01 GF05</u>
Telephone No.: <u>(505) 858-1360</u>	United States Treasury Number: <u>85-0402338</u>
Email Address: <u>lcsinc@comcast.net</u>	NM Tax ID Number (CRS): <u>02-198926-00-5</u>



CITY OF LAS VEGAS PUBLIC HOUSING AUTHORITY  
BID SHEET

IFB# 2017-22

Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle  
Contenta, 2324 Calle Contenta

Please offer your best price for the work required for the construction of Parking Lot / Site Improvements for the Las Vegas Public Housing Authority. The Lump Sum Base Bid is inclusive of any and all items and costs necessary to furnish, install, or complete the work, including but not limited to, necessary superintendence, labor, equipment, tools, machinery, mobilization, insurance, profit, and overhead.

LUMP SUM BASE BID

Item	Description
1.	Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta

Lump Sum Base Bid: \$ 249,000.00

Lump Sum Base Bid (written in words): Two Hundred Forty-nine  
Thousand Dollars

ALL LUMP SUM BIDS ARE EXCLUSIVE OF GROSS RECEIPTS TAX

Longhorn Construction Services Inc.  
9208 Lona Ln. NE  
Albuquerque, NM 87111  
(505) 858-1360

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of New Mexico )

County of ~~San Miguel~~ Bernalillo

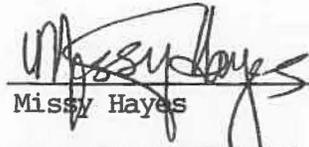
I, Samuel D. Romero being first duly sworn, deposes and says that :

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

Is/   
Samuel D. Romero, President



Subscribed and sworn before me this 6th day of April, 2017.

NOTARY PUBLIC:  Missy Hayes My Commission Expires: 09/17/2018



**Lorghorn Construction Services Inc.**  
9208 Lona Ln. NE  
Albuquerque, NM 87111  
(505) 858-1360

**BID BOND**

A. KNOW ALL MEN BY THESE PRESENT, THAT WE Longhorn Construction Services, Inc.  
hereinafter called the PRINCIPAL, as PRINCIPAL and  
the North American Specialty Insurance Company, of Manchester a Corporation duly organized under  
the laws of the State of NH, and authorized to do business in the State of  
New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the City  
of Las Vegas Public Housing Authority, hereinafter called the OBLIGEE, in the sum of  
**\*\*\* Five Percent (5%) of Amount Bid \*\*\***

DOLLARS (\$ 5% ) for the payment of which sum well and truly to be made, the  
said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly be these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated April 6, 2017, for  
Construction Services for Parking Lot / Site Improvements at Sagebrush Street, 2323 Calle Bonita,  
2322 Calle Contenta, 2324 Calle Contenta. IFB No. 2017-22. Las Vegas, NM.

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

SIGNED AND SEALED THIS 30th DAY OF March, 2017.



Longhorn Construction Services, Inc.  
BIDDER

By: [Signature]  
PRINCIPAL Samuel D. Romero, President

WITNESS [Signature]

By: North American Specialty Insurance Company  
SURETY

Randi P. Morgan  
WITNESS

Title: [Signature]  
Shirley A. Talley, Attorney-In-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint: Shirley A. Talley

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Longhom Construction Services, Inc.

Bond Number: Bid Bond

Obligee: City of Las Vegas

Bond Amount: See Bond Form

Bond Description: Parking Lot/Site Improvements at Sagebrush Street, 2323 Calle Borrita, 2322 Calle Contenta, 2324 Calle Contenta. IFB No. 2017-22. Las Vegas, NM.

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven F. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of October, 2015.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 1st day of October, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of March, 2017.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

# AGENT'S AFFIDAVIT



THIS FORM MUST  
BE USED BY  
SURETY

(To be filled in by Agent)

STATE OF NEW MEXICO )  
 )  
COUNTY OF BERNALILLO )

ss.

Shirley A. Talley being first duly sworn, deposes and says that he / she is the duly appointed agent for North American Specialty Insurance Company and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the State of New Mexico in connection with the construction of Parking Lot/Site Improvements at Sagebrush Street, 2323 Calle Bonita, 2322 Calle Contenta, 2324 Calle Contenta. IFB No. 2017-22. Las Vegas, NM.

dated the 30th day of March, 2017, executed by Longhorn Construction Services, Inc. Contractor, as principal, and North American Specialty Insurance Company as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her, and that the full commission thereon has been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of, Bernalillo this 30th day of March, 2017.

My Commission Expires: January 19, 2020

*Randi L. Morgan* Notary Public  
Randi L. Morgan

AGENT'S ADDRESS:  
HUB International Insurance Services, Inc  
P.O. Box 90756  
Albuquerque, NM 87199  
Telephone 505-828-4000



### SUBCONTRACTOR LISTING

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.
3. The Bidder shall list the Subcontractor's Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor. The awarded contractor will be required to provide signatures for all subcontractors listed on the subcontractor listing form.
4. For **all trades** that are listed "**only one bid received**" or "**no bid received**" the Contractor must list the names and telephone numbers of all businesses contacted for a quote.

Trade: <u>Planting/Seeding</u>		Name of Subcontractor: <u>Parsons Lawn + Landscape</u>	
Address: <u>Las Vegas, NM</u>			
Telephone No: <u>505-429-0271</u>	License No: <u>30767</u>	NM Dept of Workplace Solutions Registration No. <u>N/A</u>	
Signature of Subcontractor (To be obtained after award of contract):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted:			
1.			
2.			
3.			
Trade: <u>Concrete</u>		Name of Subcontractor: <u>G.C.</u>	
Address:			
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.	
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted:			
1.			
2.			
3.			
Signature of Subcontractor (To be obtained after award of contract):			
Trade: <u>Rose Course/Asphalt</u>		Name of Subcontractor: <u>R L Leeder</u>	
Address: <u>Santa Fe, NM</u>			
Telephone No: <u>505-473-1360</u>	License No: <u>83147</u>	NM Dept of Workplace Solutions Registration No. <u>0112020051210</u>	
Signature of Subcontractor (To be obtained after award of contract):			
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted:			
1.			
2.			
3.			

All others by G.C., supplier, no bid received, or below listing threshold.  
 LVPHA Parking Lot / Site Improvements      00 41 00 - 7      BID FORMS  
 7.March.2017

**Longhorn Construction Services Inc.**  
 9208 Lona Ln. NE  
 Albuquerque, NM 87111  
 (505) 858-1360

### SUBCONTRACTOR LISTING

Trade: <b>Rip Rap</b>	Name of Subcontractor: <b>G.C.</b>	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade: <b>Earthwork/Demo</b>	Name of Subcontractor: <b>G.C.</b>	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade: <b>Striping/Bumpers</b>	Name of Subcontractor: <b>AccuStripe</b>	
Address: <b>Albq., NM</b>		
Telephone No: <b>505-296-7529</b>	License No: <b>25282</b>	NM Dept of Workplace Solutions Registration No. <b>N/A</b>
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		

All others by G.C., supplier, no bid received, or below listing threshold.

## SUBCONTRACTOR LISTING

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		

All others by G.C., supplier, no bid received, or below listing threshold.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**"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.

**"Prospective contractor"** means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_  
Relation to Prospective Contractor: \_\_\_\_\_  
Date Contribution(s) Made: \_\_\_\_\_  
Amount(s) of Contribution(s) \_\_\_\_\_  
Nature of Contribution(s) \_\_\_\_\_  
Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

**Loughorn Construction Services Inc.**  
9208 Lona Ln. NE  
Albuquerque, NM 87111  
(505) 860-1060  
LVPFA Parking Lot / Site Improvements  
7.March.2017

\_\_\_\_\_  
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

Thursday, April 6, 2017

\_\_\_\_\_  
Date

Samuel D. Romero, President

\_\_\_\_\_  
Title (Position)



**Longhorn Construction Services Inc.**  
9208 Lona Ln. NE  
Albuquerque, NM 87111  
(505) 858-1360

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that—

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory—

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_\_ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit"  is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

**Longhorn Construction Services Inc.**

9208 Lona Ln. NE  
Albuquerque, NM 87111  
(505) 858-1360

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b)  is,  is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is,  is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |  |   |
|--|---|
| <input type="checkbox"/> Black Americans               | <input type="checkbox"/> Asian Pacific Americans  |
| <input checked="" type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans              | <input type="checkbox"/> Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a)  is,  is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b)  is,  is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

Longhorn Construction Services Inc.

9208 Lona Ln. NE

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):



**Longhorn Construction Services Inc.**  
9208 Lona Ln. NE  
Albuquerque, NM 87111  
(505) 858-1360

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is,  is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

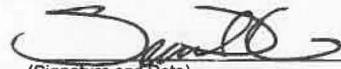
**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"  is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

 04/06/17  
(Signature and Date)

Samuel D. Romero  
(Typed or Printed Name)

President  
(Title)

Longhorn Construction Services, Inc.  
(Company Name) 9208 Lona Lane NE  
Albuquerque, NM 87111  
(Company Address)

Email: lcsinc@comcast.net

Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

**US Department of Housing and Urban Development**  
Office of Housing/Federal Housing Commissioner

**US Department of Agriculture**  
Farmers Home Administration

**Lorghorn Construction Services Inc.**

<b>Part I to be completed by Principals of Multifamily Projects (See instructions)</b>		<b>For HUD HQ/FmHA use only</b>	
Reason for submission:		9208 Lona Ln. NE Albuquerque, NM 87111 (505) 558-1360	
1. Agency name and City where the application is filed Las Vegas Public Housing Authority 2400 Sagebrush St. Las Vegas, NM 87701		2. Project Name, Project Number, City and Zip Code Parking Lot/ Site Improvements Sagebrush St., 2323 Calle Bonita, 2322 Calle Contena, 2324 Calle Contena	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input checked="" type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

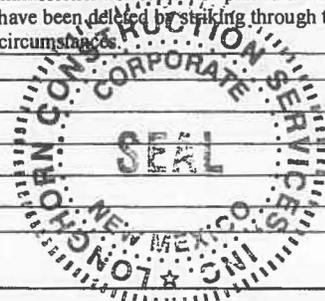
**7. List all proposed Principals and attach organization chart for all organizations**

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number
<b>Longhorn Construction Services, Inc. 9208 Lona Lane NE Albuquerque, NM 87111</b>		<b>85-0402338</b>
<b>Samuel D. Romero</b>	<b>President</b>	
<b>Amber L. Romero</b>	<b>Vice President</b>	
<b>Anna L. Lewis/James W. Lewis</b>	<b>Secretary/Treasurer</b>	

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
  - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
<b>Longhorn Construction Services, Inc.</b>		<b>04/06/2017</b>	<b>(505) 858-1360</b>
<b>Samuel D. Romero, President</b>			
This form prepared by (print name)		Area Code and Tel. No.	



Previous Participation Certification

Longhorn Construction Services Inc.

OMB Approval No. 2502-0118

9208 Lona Ln. NE

(Exp. 05/31/2019)

Albuquerque, NM 87111

(505) 858-1360

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation		6. Last MOR rating and Physical Insp. Score and date
				Yes	No If yes, explain	
Longhorn Construction Services, Inc. Samuel D. Romero, President	Construction Contract for General Renovation 2010 CFP NM 02-P021501-10 City of Artesia Housing Authority	Prime Contractor 6/7/2011-10/27/2011			X	
	Construction Contract for General Renovation 2011 CFP NM 02-P021501-11 City of Artesia Housing Authority	Prime Contractor 5/29/2012-11/30/2012			X	
	Santa Fe County Housing Authority Public Housing Sites One Coat Stucco Systems 2012-0138-HO/PL	Prime Contractor 5/16/2012-8/29/2012			X	
	Tucumcari Housing Authority Cabinet & Plumbing Replacements on 32 Units NM 02-P033501-13	Prime Contractor 3/17/2014-4/16/2014			X	
	City of Artesia Housing Authority Renovations 2012-13-14 2012, 2013 CFP NM02P021501-12 & 13	Prime Contractor 3/24/2014-1/20/2015			X	
	9 Unit RHF Remodel with Deductive Alternatvies - Las Vegas NM Public Housing Authority	Prime Contractor 12/1/2014-6/9/2015			X	
City of Artesia Housing Authority 2014, 2015 CFP General Interior Renovation & Site Plumbing	Prime Contractor 3/17/2016-11/16/2016			X		

**Part II- For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
		Date (mm/dd/yyyy)

## Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

**Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

**Purpose:** This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

**Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.**

### Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

**Exception for Corporations** – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

**Exemptions** – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

### Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

### Specific Line Instructions:

**Reason for submitting this Certification:** e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

**Block 1:** Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

**Block 2:** Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

**Block 3:** Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

**Block 4:** Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

**Block 5:** Fill in the section of the Housing Act under which the application is filed.

**Block 7:** Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

**Block 8:** Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.

**Block 9:** Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

### Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

**Column 2.** All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

**Column 3.** List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

**Longhorn Construction Services Inc.**  
9208 Lona Ln. NE  
Albuquerque, NM 87111  
(505) 858-1360

**Column 4.** Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

**Column 5.** Explain any project defaults during your participation.

**Column 6.** Provide the latest Management Review (MOR) rating and Physical Inspection score.

**Certification:** After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**Public reporting burden** for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

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Albuquerque, NM 87111  
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**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

**RESIDENT CONTRACTOR CERTIFICATE**

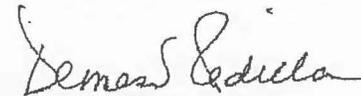
Issued to: **LONGHORN CONSTRUCTION SERVICES, INC.**

DBA: **LONGHORN CONSTRUCTION SERVICES, INC.**  
9208 LONA LN NE  
ALBUQUERQUE, NM 87111-1619

Expires: **07-Jan-2018**

Certificate Number:

**L1670780880**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE