

## TAOS MUNICIPAL SCHOOL

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213 Paseo del Cañon - Taos, NM 87571

Ph: 575-758-5202 - Fax: 575-758-5298

*Dr. Loretta DeLong, Superintendent*  
*lordel@taossschools.org*

**REQUEST FOR QUALIFICATIONS  
FOR  
Program Management Services  
2008 Bond Construction Program  
Proposal # BOND 2008-1a**

20 November 2008

Qualifications Statements will be received by the **Taos Municipal Schools (TMS)** at 213 Paseo del Canon, Taos, NM 87571 until 5:00 P. M. MST, on Tuesday, 16 December 2008 for Program Management Services in accordance with the attached specifications. One (1) original and six (6) copies of the proposals are to be signed by an authorized officer of your company and submitted to TMS.

Envelopes containing proposals are to be addressed as follows:

**Taos Municipal Schools**  
**RFQ for Program Management Services 2008 Bond Construction**  
**Attn: Superintendent Dr. Loretta DeLong**  
**213 Paseo del Canon**  
**Taos, NM 87571**

**“TMS reserves the right to reject any or all Proposals and reserves the right to issue a subsequent Request For Qualification or cancel the entire Request For Qualification process. TMS reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such clarification is deemed desirable by TMS. TMS reserves the right to evaluate the responses submitted, to waive any informalities and irregularities therein, to select candidates for interview, or to reject any or all submittals should it be deemed in TMS’s best interest. TMS reserves the right to negotiate with any, all or none of the Respondents.”**

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*“All students will be prepared to succeed as productive individuals in society.”*

**Taos Municipal Schools  
REQUEST FOR QUALIFICATIONS  
Project Management Services  
2008 Bond New Construction  
Proposal # BOND 2008-1a**

**I. BACKGROUND**

TMS is soliciting Qualifications Statements for program management services for the 2008 Bond Construction program. It is the intent of the TMS to select one (1) firm qualified for this work.

**II. SCOPE OF WORK**

Please see Appendix A

**III. SCHEDULE**

<u>EVENT</u>	<u>DATE</u>
Issue RFQ	20 November 2008
Deadline for Submission of Qualifications	16 December 2008, 5:00 P. M. MST
Interviews with Invited Proposers	6 January 2009
Award of Contract	14 January 2009

- i. Written questions may be submitted, but will not be answered individually. A comprehensive list of all inquires received by 12:00PM on Tuesday, 2 December 2008 will be answered and sent to all proposers that picked up packets via e-mail by the close of business on Monday, 8 December 2008.
- ii. Submitted RFQs will be evaluated and a selection is expected to be made following interviews on 6 January 2009.

**IV. PREPARATION OF PROPOSALS**

Notice Concerning Solicitation:

Offerors are cautioned that this is a performance-based solicitation. These performance-based specifications express the TMS's requirements as the minimum quality standard to be met. The Program Manager will determine the optimal work schedule, frequency, resource allocations and performance methods. Therefore, it is strongly advised that the Offerors review the complete solicitation so that Offerors are aware of all the terms and conditions.

Throughout this solicitation, the terms "shall" and "must" are used. "Shall" and "must" denote the imperative. They indicate an obligation to act. In this solicitation and any resulting contract, "shall" and "must" have the same meaning.

**A. PROPOSAL REQUIREMENTS:**

- i. All proposals shall be received and time stamped at TMS prior to 5:00 P. M. Mountain Standard Time on the date specified in the Schedule of Events. Late submittals will not be considered under any circumstance and will be returned unopened.
- ii. **Please submit one (1) signed original and six (6) copies. Please ensure the proposal is signed by an authorized officer of your company.**

**Forward to:**

**Taos Municipal Schools  
RFQ for Program Management Services 2008 Bond Construction  
Attn: Superintendent Dr. Loretta DeLong  
213 Paseo del Canon  
Taos, NM 87571**

- iii. No changes, modifications, or signatures may be added by Respondent after the proposals submission's deadline. Proposals submitted by facsimile, e-mailed, received after the above referenced filing deadline, and/or forwarded to offices other than 213 Paseo del Canon, Taos, NM 87571 will not be accepted. All responses must be delivered in a sealed package and must be plainly marked with the name of the project. Proposals must be signed by an officer(s) or principal(s) having legal authority to bind the Respondent.

Proposals shall be submitted to TMS by one of the following methods: overnight mail, regular mail and hand deliver.

- iv. Receipt of all addenda to the RFQ should be acknowledged by returning a signed copy of each addendum to the response.
  - v. Respondents to this RFQ are responsible for all costs of proposal preparation
  - vi. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TMS Board of Education.
- B. All information requested under the RFQ shall be fully completed, by providing the responses in the proposal in the same sequence, and by referencing the responses in the proposal to its corresponding questions on the Request for Qualification (RFQ). Otherwise, the proposal may be deemed non-responsive. Sufficient rationale and substantiation must be included in the proposal in order for evaluators to determine whether the requirements of the RFQ are being met. It is not acceptable to rephrase or restate requirements from the RFQ, nor is it acceptable to state simply that requirements are understood or will be complied with. All proposals must be printed on standard, white, single-sided, 8 ½" x 11" paper, double spaced, indexed, tabbed and placed within a three ring binder. Attachments (to include illustrations, brochures, charts, etc.) may be included.**
- C. Proposals will be prepared in accordance with the following sequence: Please limit this information to 50 pages excluding Appendixes.**

- i. Company Information: A Letter of Transmittal must be placed at the beginning of each proposal. The Letter of Transmittal must include the typed name of the company submitting the proposal, the signature, name and title of the person authorized to contractually obligate the organization, the names, titles, and

telephone numbers of the persons to be contacted for clarification of the proposal, a statement explicitly stating acceptance or non-acceptance of the requirements, terms, and conditions within this RFQ, and a statement acknowledging receipt of any and all amendments to this Request for Proposal. In addition to the Letter of Transmittal, a Table of Contents must be included, describing how the proposal is organized. Please ensure the following information is included:

- Company description
- Ownership
- Physical address
- Mailing address
- Other company locations
- Telephone and facsimile number
- E-Mail address of company's primary contact

- ii. Interest Statement: Provide a detailed description of the proposed service. The Contractor must provide a management summary that succinctly addresses the strengths and abilities of the Contractor, as part of Contractor's response to the RFQ terms and conditions. The summary must also identify those areas where the Contractor cannot meet or adequately perform the stated requirements. Contractor's response must provide detailed information about Contractor's and subcontractor(s) strengths and weaknesses to meet the specific terms and conditions in this proposal. The Contractor's response must provide a sufficient amount of detail in the main body of each response to enable TMS to evaluate the overall ability of the Contractor to perform the requirement, or evaluate the component offered as meeting a specification. All Proposals must be sufficiently supported to stand on its own merit. Information received through Contractor literature, previous discussions, or to substantiate the offered response must be referenced in the Appendices of the Proposal.
  - The contractor must also clearly identify all specific response requirements that cannot be provided or cannot be provided adequately.
  - The Contractor's response must include a detailed project implementation plan, describing all implementation, conversion and transition activities, including training, and site preparation
- iii. Experience and Qualifications: Describe services your organization has provided in the past five years that demonstrates your organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also provide any experience in providing similar services to public entities. Include the name so top management and key employees and each person's duties. Include the background and experience of these employees. TMS is looking for a minimum of five years firm experience.
- iv. Sub consultants: If available please provide the following information regarding any key subcontractors:
  - a. Experience and Qualifications
  - b. Company Information

**IMPORTANT NOTE:**

- v. Additional documentation: Respondents shall include **one copy** of the following appendixes to the attention of Superintendent Dr. Loretta DeLong:
  - a. **Appendix B**- Contractor Reference Form
  - b. **Appendix C**- Insurance Requirement

- c. **Appendix D-** Proposal Affidavit (As applicable)
- d. **Appendix F-** Acknowledgement of Addendums (if applicable)

Respondent will neither include federal taxes nor State of New Mexico taxes in prices.

**V. INQUIRIES:**

- i. All inquiries shall be submitted in writing to Mr. Quinton Wood, Facilities & Grounds Director, at Facsimile 575-758-5298 or via email to [quewoo@taoschools.org](mailto:quewoo@taoschools.org).
- ii. All inquires will result in written responses by e-mail.
- iii. **Upon issuance of the RFQ, beside written inquiries as described above, other employees and representatives of the TMS will not answer questions or otherwise discuss the contents of the RFQ with any potential vendor or their representatives. Failure to observe this restriction may result in the disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this proposal.**
- vi. All inquiries are due by the date and time outlined in the schedule; inquiries received after that date and time shall not receive a response

**VI. SELECTION PROCESS**

- i. General Evaluation Process and Criteria

TMS will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFQ. TMS desires to award one Contract to the Contractor whose Proposal is considered to be the "best value" for TMS for Program Management. An evaluation team will be established to evaluate the proposals. The team will include employees of TMS and may include other impartial individuals who are not TMS employees. The selection committee may select all, some or none of the Respondents for interviews. Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. TMS may also request additional information from Respondents at any time prior to final approval of a selected respondent. The TMS reserves the right to select one, more than one, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the TMS Board of Education.

- ii. Criteria and Weights: The evaluation team will evaluate and score each proposal based on the following criteria

**CRITERIA WEIGHTS**

<b>(%) Program Management experience specifically related to:</b>	
Management of Renovations and New Construction	20
Projects at former or current school Districts	20
Team Qualifications	35
Capability of proposed staff to manage multiple projects simultaneously	<u>25</u>
<b>TOTAL</b>	<b>100</b>

TMS reserves the right to conduct interviews with a minimum of two (2) respondents receiving the highest scores in the Evaluation process.

iii. Negotiation and Best and Final Offer (As Applicable)

- Following the submission of Contractor's responses, negotiations may or may not be conducted with a qualified Contractor. After negotiations with any qualified Contractor,
- TMS may request a Best and Final Offer (BAFO) from each Contractor determined by TMS to be in the competitive range.
- Qualified Contractor(s) submitting proposals may or may not be required to submit financial statements for a minimum of 2 recording periods prior to an awarded contract.
- Separate meetings with more than one Contractor may be conducted during the same time frame; however, negotiation sessions with a Contractor will not be held in the presence of another Contractor.
- Contractors submitting proposals should be cognizant that TMS's Evaluation Panel has sole discretion to determine what proposals constitute the "best value and offer" for TMS.
- Consequently, Contractors are urged to submit their best possible proposal on their original submittal.

## **VII. STANDARD TERMS AND CONDITIONS**

### **A. Standards**

The awarded Contractor shall agree that the performance of work and services under this RFQ shall conform to high professional standards in practice at the time the services are performed.

### **B. Technical Specifications**

All services acquired under this RFQ must meet or exceed the specifications stated in "Functional Requirements" of this RFQ.

### **C. Record Keeping and Inspection of Records**

- i. The awarded Contractor shall maintain, and to the extent appropriate and, where applicable, shall require all subcontractor(s) to maintain, books, records and other compilations of data pertaining to the performance and compliance with the provisions and requirements of this RFQ, to the extent and in such detail as shall properly substantiate claims for payment. Such records shall include among other things, time sheets, payroll calculations and checks, and employee personnel records.
- ii. TMS, its employees and its agents, including properly authorized independent quality assurance contractors, and TMS officials such as TMS Auditor or its duly authorized representatives, shall have the right, at reasonable times and upon reasonable notice, to examine or audit the work products, books, records, and other compilations of data of the awarded Contractor which pertain to the performance of the provisions and requirements of the Contract. During the course of the Contract, access to these items shall be provided at the awarded Contractor's office at all reasonable times.  
Such access shall include on-site audits, review and copying of records, and inspection of records at awarded Contractor's offices.

#### **D. Termination for Cause**

- i. Without prejudice to any other legal or equitable right or remedy that TMS would otherwise possess hereunder or as a matter of law, TMS upon giving the awarded Contractor five (5) calendar days prior written notice of termination shall be entitled to terminate this Agreement in its entirety at any time for the following:
  - a. If the awarded Contractor becomes insolvent, files for bankruptcy protection, or makes a general assignment for the benefit of creditors, or
  - b. If a receiver, trustee or liquidator, is appointed for any of Contractor's property or income; or
  - c. If the awarded Contractor shall fail to perform the work, or any part thereof, with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
  - d. If the awarded Contractor shall fail to remedy any default within thirty (30) calendar days after TMS provides Contractor with a written notice of said default; or
  - e. If the awarded Contractor shall fail, for any reason, to make payments due under the Contract, if any; or
  - f. If the awarded Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement TMS has the exclusive right to determine if Contractor is in substantial default under the Contract.

#### **E. No Cost Reimbursement**

TMS will not reimburse any Respondent for any costs and expenses associated with the preparation of a proposal submittal or in preparation or travel expenses of a formal presentation or interview in response to this RFQ.

#### **F. Conflict of Interest Disclosure**

- i. Respondent warrants and certifies that it, its individual officers, employees and agents are neither officers nor employees of TMS or any TMS agencies. Respondent further warrants and certifies that it, its individual officers, employees and agents do not have a prohibited financial interest as proscribed by the State of New Mexico.
- ii. An officer or employee has a "prohibited financial interest" in a Contract with TMS or in the sale to TMS of materials, supplies, or service, if any of the following individuals or entities is a party to the sale: TMS officer or employee; his or her parent, child, or spouse.

#### **G. Independent Contractor**

It is expressly understood and agreed that the Respondent, if selected, and all persons designated by it to provide services in connection with this engagement is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that TMS shall in no way be responsible therefore and that neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

#### **H. Incomplete Response**

Failure to submit completed forms and information as required by this RFQ may result in the Respondent's proposal being deemed non-responsive.

## **I. Ownership of Records**

All Proposals and any related documents received in response to this Request for Qualification shall become the property of TMS without any restriction on usage and are non-returnable. Respondent may maintain a copy of any such material for their records.

## **J. TMS Reservation of Rights**

TMS reserves the right to reject any or all Proposals and reserves the right to issue a subsequent RFQ or cancel the entire Request for Qualification process. TMS reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such clarification is deemed desirable by TMS. TMS reserves the right to evaluate the responses submitted, to waive any informalities and irregularities therein, to select candidates for interview, or to reject any or all submittals should it be deemed in TMS's best interest. TMS reserves the right to negotiate with any, all or none of the Respondents.

## **K. No Contract or Agreement**

The purpose of this RFQ is to provide TMS with information pertinent to the Program Managements firm. This information will be utilized by TMS to determine if a Program Managements firm is eligible to conduct business with TMS. Nothing in this RFQ, whether explicitly or implicitly presented, should be construed by any Program Managements firm as the basis for a contractual arrangement. Submission of a Proposal does not commit TMS to investigate or invite further written or oral presentations from perspective Program Managements firm nor does it commit TMS to award a contract to any Respondent. Final award and approval of a contract, if any, is subject to TMS board approval.

## **L. Contract Continuity/Transitional Period**

In the event the services are scheduled to end either by contract expiration or by termination by TMS (at TMS's discretion), it shall be incumbent upon the contractor to continue the service, if requested by TMS, until new services can be completely operational. At no time shall this transitional period extend more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by TMS.

# **VIII. SPECIAL TERMS AND CONDITIONS**

## **A. Contract Term**

- i. The Contract resulting from this RFQ shall be for a term of one year thereafter subject to earlier termination provisions as will be set forth in the Contract. TMS reserves the right to extend the contract period for three (3) successive one (1) year periods should such an extension be mutually agreeable to TMS and the Contractor.
- ii. TMS reserves the right to extend the term of the contract in 30 day increments not to exceed 90 days, provided, that TMS shall give the contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit TMS to an extension.

## **B. Contractor Labor**

- i. The awarded Contractor shall furnish all labor to successfully perform all the requirements as specified under this RFQ.

**C. Other awarded Contractor Requirements**

The awarded Contractor shall agree to the terms and conditions for the additional items as follows:

- The awarded Contractor shall be responsible for securing adequate and appropriate protection of TMS assets;
- Safe Working Area - The awarded Contractor is responsible for maintaining a safe work area and securing all tools and materials at the end of each work day. TMS shall not be responsible for or liable to replace any missing items that belong to the awarded Contractor or subcontractor(s)

**IX. FUNCTIONAL REQUIREMENTS (AS APPLICABLE)**

**A. PERSONNEL**

The contractor will provide experienced and fully trained personnel to perform services under this Contract and must certify that the personnel will be on-site and have full-time employment by TMS.

**B. EQUIPMENT**

Contractor will furnish all management, supervision and skilled labor and/or safety materials, small tools, transportation and limited equipment necessary for the effective and economical operation of the services to be performed at TMS.

**C. DUTIES**

All technicians will be provided with an immediate area supervisor. It may be necessary for this staff member to issue special or specific instructions for the plant operator or technician to follow. These instructions will be carried out within the parameters of the contract. All technicians will be required to follow orders and to perform duties as set out in this proposal.

**D. SITE LOCATION**

Taos, NM 87571

**LICENSE REQUIREMENT**

Contractor will be required to maintain all applicable licenses and certifications as required by local, state, or national codes and regulations.

## APPENDIX A

# PROGRAM MANAGEMENT SERVICES SCOPE OF SERVICES DETAIL

### OVERALL FUNCTIONS FOR THE PROJECT

1. Proposer shall provide the principal Program Manager (PM) and single point of contact for the owner. Services include all general leadership and management functions required of a PM which include but are not limited to tracking budgets; monitoring schedules; overseeing quality of all aspects of the projects; building and communicating with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the project through all its various phases; providing direct interface with the community, end-users and other stakeholders; and briefing executives as necessary.
2. Obtain initial budget estimate for project.
3. Establish overall project budget including hard and soft costs. (i.e., construction, design, management, testing, furnishings, equipment, permitting, connection fees, contingency funds, etc.)
4. Develop a master schedule for project.
5. Develop communication protocols for the projects.
6. Keep owner executives, officials, and community representatives informed and communicate to keep scope aligned with project objectives. Present to building committee, as required.
7. Establish, lead, and coordinate all project related meetings.
8. Coordinate with all external approval authorities and neighboring institutions.
9. Provide any necessary liaison with regulatory agencies, as required.
10. Identify the need for special studies, surveys, investigations, etc. and implement contracts as necessary.
11. Develop a filing and document control system for the project for hardcopy and electronic records.
12. Manage all contracts (Design, Construction, Special Consultants, etc.) related to the project.
13. Project cash-flows, monitor, and manage all payments to consultants and contractors.
14. Work with the Owner Finance Office to develop additional capital funding options, if necessary, and provide cash flow projections.
15. Assist on other Owner projects as assigned, as requested.

## **FINANCIAL ASSISTANCE TO OWNER**

1. The Program Management firm will provide assistance to the owner to develop and implement a financial management and tracking system to implement this construction project.
2. Staff assistance may be required by Owner to implement this system.

## **PROCUREMENT: SELECTION & CONTRACTING FOR A/E AND CONSTRUCTION SERVICES**

NOTE: The following process steps are followed, with some variation, for Design firms, CM firms, and other firms selected on a Qualifications (QBS) or Best Value Basis. The process may be used several times during the project. It may include Solicitation Document Preparation, Proposal Evaluation, Selection Committee Facilitation, Negotiation with the Selected Firm, and Preparation of the Contract Documents and Associated Documents to Implement Award of the QBS/Best Value Agreement/Contract.

1. Prepare Requests for Qualifications (RFQ's) and Request for Proposals (RFP's).
2. Specific activities for this phase typically include:
  - Review RFQ and RFP documents
  - Review Agreement/Contract
  - Participate the selection committee(s)
  - Establish selection criteria
  - Assist in advertising the Request for Qualifications (RFQ)
  - Receive and evaluate qualifications
  - Serve on Selection committee and develop a short list of the most qualified candidates
  - Request Proposal (RFP) from the top ranked firm
  - Receive and evaluate proposal
  - Convene selection committee and discuss proposal
  - Conduct interviews of short listed firms, if required, in front of selection committee
  - Facilitate committee selection of best firm
  - Negotiate contract with selected firm (if possible, otherwise go to 2<sup>nd</sup> ranked firm).

- Finalize contract and prepare presentation material for governing body and/or executive approval.
3. Maintain appropriate confidentiality and compliance with the Open Records process.
  4. Review the Owner's draft Agreement/Contract to include in the RFP, in order to eliminate extended negotiation of terms after selection.
  5. Guide the selection process consistent with a project management approach acceptable to Owner.
  6. Negotiate financial & related issues to finalize the Agreement/Contract with the selected firm.
  7. Coordinate with the Owner's to insure all procedures are in compliance with statutes and regulations.
  8. Provide follow-up and de-briefing sessions with non-selected firms.
  9. Collect & process all required documents from contracted firms before proceeding with work. (i.e. bond, insurance, etc.)
  10. Issue Notices to proceed on appropriate phases when all necessary requirements have been completed.
  11. Carry out necessary contractual actions and transactions during the various contract phases.
  12. Procure specialty consultants such as surveyor, geotechnical engineer, hazardous material & abatement firms, test & balance firms, materials testing firms, independent design consultants and peer reviewers.

### **CONSTRUCTION CONTRACTOR SPECIFIC PROCUREMENT**

13. Review standard construction contract for billing, procurement, timelines, change orders, applications for payment and all processes required.
14. After selection of CM or contractor by Owner, assist Architect with transmitting standard procurement requirements to contractors and subcontractors.
15. Review information submitted by CM or Contractor to include insurance, employee pay scales, material suppliers, subcontractors list, bonds, and financing.

### **PRE-PROJECT PLANNING PHASE**

#### **Engineering Design**

1. Review all existing Owner baseline data and identify additional engineering and environmental information needed for master planning and design.
2. Provide overall project management of each consultant and work task.

3. Evaluate engineering and environmental studies and apply results to the balance of the planning process.
4. Assist owner in coordinating critical project issues with local governing agencies and authorities having jurisdiction.

### **Construction Phase**

1. Serve as the Owner's Point of Contact during construction. Conduct construction update meetings at construction sites on a weekly and as-needed basis.
2. Conduct Partnering sessions at beginning of the construction phase to include all subcontractors. (Best Practice)
3. Review required documents/outlines from Contractor including Quality Control Plan.
4. Review and participate in Construction Manager's buyout of subcontract packages, ensure scope analysis is complete and track budget/contingency adjustments.
5. Evaluate requests for proposed Change Orders and Construction Change Proposals and make recommendations.
6. Conduct site visits and inspections to review work in place and report in a standard format to Owner with reference to facilities standards/specifications, schedules and budgets. Monitor construction progress and advise owner of any observations of non-conforming scope or quality workmanship.
7. Administer Construction Contract and General Conditions and serve as Owner's representative.
8. Review compliance with all plans, specifications and required terms and conditions and report to Owner on status.
9. Assist Owner in contracting with Independent Testing Firms and review testing program results. (Tests typically include: geotechnical, concrete, welding, compaction, etc.)
10. Provide Field and Quality Assurance Oversight.
11. Provide on-sight construction inspection services.
12. Review approved submittals. Obtain Owner approvals needed.
13. Managing the overall information flow during construction including submittals, RFI's, daily reports, photos, & meeting minutes.
14. Continue the Change Management System into construction phase. (Best Practice)  
Analyze each potential change, estimate cost and schedule, assess its impact, and negotiate the change amount. Execute necessary contract modification documents.
15. Track the GMP savings balance and plan for its use or recapture.
16. Monitor Requests for Information (RFI's) and Designer responsiveness.

17. Coordinate vendors under separate contract to owner, such as security, data, telecom, move management.
18. Review Contractor's Building Commissioning and Turnover Plan as a part of Planning for Start-up. (Best Practice)
19. Evaluate payment applications and make recommendation to owner on approval of requests for progress payments.
20. Perform final inspections and review punch list work.

#### **Commissioning and Turnover Phase**

1. Plan for furnishing procurement and building turnover.
2. Review the results of the HVAC Test and Balance for compliance with construction contract requirements.
3. Monitor all pre-functional testing and check-out for compliance with commissioning plan.
4. Oversee turnover of all certification documentation and submittals to proper agencies on behalf of Owner.
5. Coordinating training of facility maintenance staff for familiarization with all systems.

#### **Warranty and Occupancy**

1. Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.
2. Generate and deliver tickler file of all warranty deadlines for each project.
3. Coordinate reviews of warranty items after a 30 day and 6 month period.
4. Provide post-occupancy evaluation of facility prior to warranty expiration.

## APPENDIX B

### Contractor Reference Form

For the services offered, each Contractor is to supply a minimum of three customer references located within the continental United States. All three references must be using or utilized the proposed service. These customer references must include only sites without corporate affiliation to the Contractor, past or present.

**Contractor Company Name:** \_\_\_\_\_

Reference 1:

**Company Name:** \_\_\_\_\_

Number of employees: \_\_\_\_\_

Number of Years contract held: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Telephone and Fax Numbers of Contact Person: \_\_\_\_\_

Reference 2:

Company Name: \_\_\_\_\_

Number of employees: \_\_\_\_\_

Number of Years contract held: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Telephone and Fax Numbers of Contact Person: \_\_\_\_\_

Reference 3:

Company Name: \_\_\_\_\_

Number of employees: \_\_\_\_\_

Number of Years contract held: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Telephone and Fax Numbers of Contact Person: \_\_\_\_\_

## APPENDIX C

### Insurance Requirement Insurance

- A. The Contractor will indemnify and save harmless TMS and its officers, agents, and employees from all suits, action, losses, damages, claims, or liability of any character, type, or description including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the Contractor or its agents or employees, in the execution or performance of this contract.
- B. The Contractor shall purchase and maintain such insurance as will protect then TMS from the claims set forth herein which may arise out of or result from the Contractor's operations and duties under this contract and provide certificates of insurance to the TMS Facilities Planning Department upon request. Such claims shall include claims under workers' compensation, disability benefit and other similar employee benefit act which are applicable to the work performed, claims for damages because of bodily injury, or death of any person other than the Contractor's employees, claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Contractor or (2) by any other person, claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use there from, claim for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle. In lieu of New Mexico Workers Compensation coverage, the Contractor may submit evidence of an acceptable insurance plan which provides coverage of their employees.
- C. The Contractor shall also require all subcontractors performing work on the project or who may enter upon the work site to maintain the same insurance requirements listed above.

If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the required endorsements, TMS may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by TMS is an alternative to other remedies the TMS may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. TMS shall also have the right to order Contractor to stop work and/or withhold any payment(s) that become due to Contractor until Contractor complies with the requirements hereof.

It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance carried by TMS for liability arising out of operations under this Agreement.  
*Contractor acknowledges receipt of TMS's insurance requirements.*

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**Signature & Title Date**