



**COLORADO
MOUNTAIN COLLEGE**

REQUEST FOR PROPOSAL

#835-19P

Bear Park – Site Work Contractor – Utility Service Lines

Due:

02/15/2018
2:00 p.m. MST

Buyer:

CMC Purchasing Department
802 Grand Avenue / Glenwood Springs, CO 81601 / bids@coloradomtn.edu

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Section I: Introduction

Colorado Mountain College (“CMC”) is a statutory local college district established in 1965. The district and service area cover 12,000 square miles in all or part of nine counties. CMC offers 77 certificates, 54 associate degrees and 5 bachelor’s degrees.

The long-standing investment from our communities allows us to keep our quality high, our tuition affordable and our access wide open. Eleven world-class mountain locations in central Colorado enable big-school opportunities in small, personal settings. Our unusually strong local partnerships create rich experiences for real-world learning and careers. The result? Proven student success that makes Colorado Mountain College a choice that’s uniquely smart. For more information, please go to www.coloradomtn.edu.

CMC reserves the right to make multiple awards resulting from this RFP or to award no contract at all.

All documents, Addendum, and Bid Sheet are posted at www.coloradomtn.edu/purchasing. This site will have all documents and updates.

Bid responses must be submitted prior to close on Rocky Mountain E-Purchasing System (“BidNet”). CMC cannot accept a response that did not come through the right channel on time. Visit <http://www.bidnetdirect.com/colorado> for help with customer service or other questions. Please make sure to leave time for unexpected technical or other trouble. You are encouraged to submit a day early. Sometimes submittals take longer to load than expected; if you run out of time before you are finished with your entire upload CMC will not be presented with the response.

Please do not directly contact any member of CMC’s staff or faculty, or any member of the Selection Committee other than the Buyer listed in this document regarding this proposal. Any attempt to do so will result in your firm’s disqualification at the discretion of the Director of Purchasing and Contracts.

▶ SCOPE OF PROJECT

Colorado Mountain College’s Steamboat Campus located at 1275 Crawford Dr. Steamboat Springs, CO is requesting quotes from qualified general contracting firms to complete the CMC Bear Gardens Phase 1 Utility Service Lines as described herein. The Civil Construction Plans include additional site work such as the paved driveway and parking, soft surface sidewalks, and grading and drainage. This additional work is excluded from the subject bid and agreement. This additional work will be Phase 2 and bid separately as part of the buildings and grow dome scope of work. A Phase 1 Delineation Exhibit is attached at the end of these Special Provisions to clarify the Phase 1 scope of work.

This project shall be constructed in conformance with the City of Steamboat Springs Standard Specifications for Engineering & Construction Projects, latest edition, as well as the City of Steamboat Springs Standard Specifications for Water and Wastewater Utilities, latest edition (referred to as the Standard Specifications). The Special Provisions serve to supplement, modify, delete and/or add to the Standard Specifications as required for the project. Where any article, paragraph, or sub paragraph in the Standard Specifications is in conflict with one of the following provisions, the following provisions shall prevail. Any part of such article, paragraph, or subparagraph not in conflict with the following provisions shall remain in effect.

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▶ ADDITIONAL SCOPE

CMC, RESIDENTIAL, & EMERGENCY ACCESS

The project limits are within an established higher education campus and residential area. The Contractor is required to facilitate and maintain vehicular, bicycle, and pedestrian access to all adjacent areas of the campus and residences throughout the full duration of the work. No full road or lane closures are anticipated or allowed for this project.

CMC's intent is that special care be taken to minimize dust and to generally keep the site in good condition throughout the project. Access to the CMC campus and adjacent residences must be maintained at all times and through weekends. The Contractor's traffic, pedestrian and bicycle control plans and construction site management plan must address facilitating pedestrian movement and access to the CMC campus and residences when the job site is unattended.

PRIVATE & PUBLIC PROPERTY PROTECTION

It is the Contractor's sole responsibility to protect all private and public property during construction. The Contractor is encouraged to photo document the project area prior to commencing construction activity.

SPECIAL EVENTS

At this time, no special events are identified on the CMC Campus between May 6th and June 30th, 2019.

Additional events occurring during the duration of the project, and other scheduled events that may not be listed herein may require the Contractor's coordination and cooperation with CMC and the City of Steamboat Springs. It is the Contractor's responsibility for coordinating with these special events and as necessary showing how accommodations are being made via the Contractor's traffic, pedestrian and bicycle control plan and/or in their construction site management plan.

WEEKLY CONSTRUCTION TEAM MEETING

Throughout the duration of the project a weekly construction team meeting will be held on a day and time to be determined at the pre-construction meeting. Tentative items of discussion during the weekly meeting will be:

- Review previous meeting minutes and outstanding business
- Review work completed during previous construction week
- Review work completed during current construction week
- Review work scheduled for upcoming construction week(s)
- Discuss revisions to the construction schedule
- Discuss field observations, problems and conflicts
- Review fabrication delivery schedules
- Agree on corrective measures to regain projected schedule
- Review status of material submittals

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- Submit any changes or substitutions
- Review changes that affect construction schedule and/or completion date
- Identify other possible impacts to schedule and budget
- Review record drawing needs
- Update on traffic control and erosion control

Weekly project update meetings shall occur at the job site. Meeting attendees shall include the CMC project manager, the project engineer, and the Contractor's project manager and/or superintendent, and as necessary the materials testing agency representative, and critical sub-contractors.

PROTECTION OF UTILITIES

It is the Contractor's responsibility to protect all utilities and appurtenances throughout construction. Protection of utilities and appurtenances is considered incidental to this project. Locations and elevations in profile drawings are best approximates and serve only as a guide.

COORDINATION WITH UTILITY COMPANIES

It is the Contractor's responsibility to perform all coordination with affected utility companies and providers. Coordination with the utility companies is considered incidental to this project.

CONSTRUCTION STAGING LOCATION

The Contractor will be required to identify construction staging area(s) on their construction site management plan. The following are CMC owned locations for potential construction staging:

- Within the work zone closure area – approved as part of construction site management plans
- Within the fenced area of the Bear Gardens - approved as part of construction site management plans.

WASTING OF MATERIALS

It is the Contractor's sole responsibility to properly haul offsite and dispose of all waste materials. No extra payment will be made for haul-off.

TRENCH EXPOSURE

As this project lies within a very busy campus setting and residential area, the Contractor is required to backfill all trenches while not on site, cover the trenches with steel plates, or secure with perimeter fences such that trenches are not exposed while the Contractor is off site or the trenches are un-supervised. At no time shall the Contractor have more than 100 LF of trench exposed. All trenching operations shall meet OSHA regulations. CMC or engineer may stop work if he/she deems trench conditions unsafe at any time. The Contractor shall be required, at its own expense, to cut-back and patch any section of existing pavement that is undermined.

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CONSTRUCTION SITE MANAGEMENT PLAN/TEMPORARY STORMWATER MANAGEMENT

The Contractor is required to generate a Construction Site Management Plan (CSMP). The plan must be submitted a minimum of two weeks prior to commencing construction. No construction will be allowed prior to approval of such plan. The plan shall conform to Chapter 5 of the City of Steamboat Springs Municipal Code, and shall include but not be limited to locations and descriptions of all erosion control BMPs, temporary stormwater management, location of employee parking area, location of staging/stockpiling areas, provisions for eliminating offsite mud tracking, and a narrative on how dust control will be performed. The Contractor is required to comply in full with the approved plan for the duration of the project unless authorized by the owner to deviate. Any changes to the approved plan must be submitted for review and approval prior to commencing such changes. The CSMP shall also be coordinated with the Contractor's traffic, pedestrian and bicycle control plan.

Payment for the creation and on-going management of the construction site management plan, and any changes thereof, shall be paid under the lump sum bid item "Mobilization & General Conditions."

SUPPLEMENTAL BID ITEM DISCRIPTIONS

BID ITEM 19: MOBILIZATION & GENERAL CONDITIONS

This item shall consist of all costs for the mobilization of personnel, equipment, and supplies to the project site in preparation for work on the project and subsequent demobilization of these items upon completion of the project. In addition, pre-construction and material submittals, bonding, temporary facilities, permitting costs, minor miscellaneous items which are considered incidental or items not specifically described elsewhere shall be included in this bid item. The Contractor is hereby put on notice that at a minimum the following permits are known to be required for this project at this time:

- Construction dewatering permit from Colorado Department of Public Health & Environment
- Right-of-way Permit from City of Steamboat Springs

Payment for this item shall be in accordance with the following schedule:

- 50% of this lump sum bid item shall be payable with the first pay estimate,
- The next 25% payable when a 50% expenditure of the contract amount is reached
- The final 25% payable after punch list items are completed.

BID ITEMS 11 & 15: PIPE BEDDING AND SHADING

See the Alpine Campus Center Geotechnical Investigation prepared by NorthWest Colorado Consultants, Inc., dated June 13, 2014.

Ground water is anticipated for deeper utility excavation. When groundwater is encountered the bedding and shading material shall be washed or screened $\frac{3}{4}$ " rock. Bedding and shading material are included as a part of the linear foot of pipe installed for payment purposes.

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BID ITEM 18: CONSTRUCTION SURVEYING

Construction surveying and staking is the responsibility of the Contractor. The Contractor will be provided the AutoCAD drawing files for survey staking purposes. The drawings include boundary survey information provided by CMC from the Alpine Campus Center project. The locations of existing surface features and utilities are based on design data from the Alpine Campus Center project. The Contractor will be responsible to verify elevations and horizontal locations. The Contractor shall coordinate with Engineer and CMC on findings and necessary adjustments to proposed design layout. The contractor's surveyor shall be responsible for setting of additional project control points as needed to complete construction. Payment for construction surveying, staking, and recording as-builts shall be paid under the lump sum bid item "Construction Surveying".

BID ITEM 20: DEWATERING

Groundwater should be anticipated during construction. It is the Contractor's responsibility to properly perform dewatering operations in accordance with all applicable codes and laws. It is the Contractor's responsibility to obtain any applicable permits (including State permits) prior to commencing construction. Payment for the dewatering permit and for dewatering shall be paid under the lump sum bid item "Dewatering" based on percentage of work completed for this bid item.

Groundwater discharge to the sanitary sewer system will not be permitted. The Contractor shall submit a plan and/or sketch for adequate pollutant removal prior to discharge in conformance with requirements of the dewatering permit or include provision for trucking and disposal at an approved facility.

BID ITEM 101: TRAFFIC, PEDESTRIAN, AND BICYCLE CONTROL

Work zone traffic, pedestrian and bicycle control is the sole responsibility of the Contractor. All traffic control shall be in accordance with applicable OSHA regulations and the latest edition of the Manual on Uniform Traffic Control Devices. The Contractor shall submit traffic, pedestrian, and bicycle control plans to the appropriate City authority for review and approval. The plans must be submitted a minimum of two weeks prior to commencing construction. No construction will be allowed prior to approval of such plan.

The contractor shall provide plans for review, to include but not limited to identification of any necessary shoulder closures with bicycle/pedestrian detours identified. Pedestrian access to the campus and residences must be maintained at all times and throughout the duration of the project including making ADA accessible routes.

The Contractor shall place bags or cover any existing signage, including parking restriction signage, within the work zone or which conflicts with the approved traffic, pedestrian and bicycle control plan.

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Payment for traffic and pedestrian control shall be paid at the lump sum bid item for "Traffic, Pedestrian and Bicycle Control." Payment shall be made based on percentage of work completed for this bid item.

BID ITEM 103: EROSION CONTROL BMP'S, DUST CONTROL & MAINTENANCE

The Contractor's attention is called to the fact that the project site lies within a busy mixed use area which includes the college campus and residential, areas. CMC's intent is that special care be taken to minimize dust and to generally keep the site in good condition throughout the project. Payment for installation and maintenance of erosion control BMP's and dust control will be made on a lump basis under "Erosion Control BMP'S, Dust Control & Maintenance" based on percentage of work completed for this bid item.

BID ITEM 21: MATERIALS TESTING

The Contractor shall hire an independent, outside sub-consultant to perform all materials testing in accordance with the Standard Specifications and the project specifications. All test results shall be submitted to CMC and the engineer upon receipt. Payment shall be made under the lump sum bid item "Materials Testing" based on percentage of work completed for this bid item.

ADD ALTERNATE ITEMS A1 & A2: TREE REMOVAL

CMC intends to remove the trees necessary to install the water and sewer service lines in advance of the contractor starting work. The contractor is to provide a cost to remove trees should additional tree removal be necessary. The Contractor must notify CMC and the engineer of any additional trees that require removal. CMC and the engineer must approve any additional tree removal in advance of the work being performed.

▶ SPECIFICATIONS

As included herein and in the following attachments:

- Bear Park Construction Documents Approved
- Bear Park Site Plan
- Bear Park Soils Report
- Bear Park Bid Sheet

▶ TIMELINE

Construction shall not begin until a notice to proceed has been issued, the required permits have been obtained as specified in this RFP, and the pre-construction submittals have been approved by CMC and Project Engineer (e.g. Traffic, Pedestrian and Bicycle Control Plan). It is CMC's intent to be under contract by no later than April 1, 2019, a construction start date of May 6, 2019, and all Phase 1 construction work must be substantially completed by June 30, 2019.

As part of the submitted bid, the Contractor shall prepare a preliminary construction schedule identifying major construction work tasks and associated milestones, identification of start and end points, and

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project completion. Once under contract the Contractor shall also prepare a more detailed schedule and submit it to CMC and the Engineer prior to construction for review and approval. A pre-construction meeting will be scheduled approximately two weeks prior to proposed construction start.

Work hours shall be defined as 7:00 a.m. to 7:00 p.m. Monday-Friday. Weekend work will only be allowed with prior approval by CMC. No work will be allowed on holidays. Please be advised that City Utilities will not permit any shut downs of mains or service lines on Fridays, weekends, and holidays.

Prior to departure on Fridays the Contractor's project manager or superintendent must conduct a walk-through with at least one owner's representative to ensure the job site is safe and secured for the weekend and all traffic control devices and signage are in the proper place and functioning per the approved traffic and pedestrian control plan.

▶ **MINIMUM QUALIFICATIONS**

Notice is hereby given to all interested parties that all firms will be required to meet ALL of the minimum qualifications to be considered for this project. To be considered as qualified, interested firms shall have, as a minimum:

1. Provided services of similar size and scope within the last three (3) years for at least three (3) projects. Provide a description of such projects along with a reference from each project.
2. Demonstrated capability of meeting CMC's insurance requirements.
3. Demonstrated bonding capability up to \$ 100,000 for an individual project coinciding with current and anticipated workloads; provide letter from surety that affirms this capacity.

Specific proposal content requirements are described below in Section II. The information provided herein is intended to assist proposers with a proper response to this RFP. CMC believes that this RFP provides interested proposers with sufficient information to submit proposals that meet minimum requirements. However, it is not intended to limit a proposal's content or to exclude any relevant or essential data. Proposers are encouraged to include additional information that will substantiate their service capabilities, product quality, and commitment to support your service. Any exceptions or alternate offerings to this request must be communicated. CMC reserves the sole right to determine what is considered to be "equivalent" or "equal".

Additionally, CMC recognizes you as the expert in this industry and we appreciate ideas that may improve the design or implementation of our project. Please submit your bid to the specifications provided and include information or ideas you may have that CMC should consider to improve our project. Our Selection Committee will carefully review these ideas and we will contact you with questions.

Section II: Submittal Requirements

▶ **SUBMITTAL OF QUALIFICATIONS**

Submittals must not be longer than 15 pages (front and back equals one page). Bid responses must be submitted prior to close on Rocky Mountain E-Procurement System. CMC cannot accept a response

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that did not come through the right channel on time. CMC will not accept a proposal sent in any other manner. Visit <http://www.rockymountainbidsystem.com/> for help with customer service or other

questions. Please make sure to leave time for unexpected technical or other trouble. You are encouraged to submit a day early. Sometimes submittals take longer to load than expected, if you run out of time before you are finished with your entire upload CMC will not be presented with the response.

Please include the following in your submittal:

1. Name, title, and contact information of the official representative submitting your proposal.
2. Legal company name, address, phone, and email.
3. RFP number and name as it appears on this document.
4. Cover letter outlining the firm's number of years in business and brief description of your company's experience and qualifications. Please include:
 - A description of the qualifications and relevant experience of the project manager including demonstrated experience working on projects of similar scope and complexity and time commitment for this project.
 - A description of the qualifications and relevant experience of the superintendent including demonstrated experience working on projects of similar scope and complexity and time commitment for this project.
 - Information demonstrating minimum qualifications. Minimum qualifications and project examples should also have references listed
5. Provide a construction schedule for this project assuming a May 6, 2019 start date.
6. Other information or supporting documentation that you think our selection committee would benefit from reviewing in the decision process. Please submit as little as possible but as much as necessary.
7. Minimum of three references with contact information for recent work that is similar in nature.
8. Insurance certificate (for evidence of coverage only).
9. No more than 15 pages (front and back equals one page).

▶ SUBMITTAL OF HARD BID

Submit your hard bid on the bid sheet attached.

Section III: Selection Criteria

The Selection Committee for this project will evaluate proposals to identify the best value for CMC. Specifically, the Selection Committee will select the successful Bidder based on the following criteria in no order of importance:

- a. Overall quality of response and services/products proposed
- b. Company qualifications, experience and demonstration of technical and management competence
- c. Pricing
- d. References and reputation
- e. Environmental policy and "Green" initiatives, if applicable

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- f. Service capability including evaluation of past performance and number and scope of any conditions included in the proposal

The Selection Committee will consider both qualifications and bid prices and determine the final ranking of firms with qualifications given 25% of the value of the weighted criteria and the bid price given 75%.

Note: Criteria may be modified in subsequent addenda. CMC is not bound to accept the lowest priced proposal if that proposal is not the best value for CMC in the sole discretion of the CMC Selection Committee. Submission of a proposal indicates proposer's acceptance of the evaluation technique and recognition that some subjective judgments must be made by CMC during the selection process.

Section IV: Timeline

- a. **JOB WALKTHROUGH.** There will be a **mandatory** walkthrough. See timeline below. Please note: The walkthrough will gather at the front of the Academic Building (lowest level) at the Steamboat Campus and depart promptly as scheduled. Any contractor not present when the initial group leaves may not join the walkthrough.
- b. **TIMELINE MODIFICATION.** CMC reserves the right to modify this timeline at any time. Any changes will be posted to the CMC Purchasing Department's website as soon as the information is available. All times are Mountain.

TIMELINE	DATE	TIME
Issue date	JANUARY 10, 2019	2:00 p.m.
Mandatory Pre-Proposal Walkthrough	JANUARY 22, 2019	1:00 p.m.
Questions and Clarifications Due (bids@coloradomtn.edu)	JANUARY 29, 2019	2:00 p.m.
Questions Answered	FEBRUARY 5, 2019	4:00 p.m.
Submittal of Proposal Due to http://www.bidnetdirect.com/colorado	FEBRUARY 15, 2019	2:00 p.m.
Target Award Date	FEBRUARY 28, 2019	4:00 p.m.

Section V: Instructions to Bidders

- a. Bidders must attend all mandatory job walkthroughs. Walkthroughs that are mandatory must have your firm name on the official sign-in sheet distributed at the walkthrough to be eligible to bid. This process is expected to be competitive with numerous vendors participating. CMC endeavors to provide a uniform distribution of information to vendors and conduct a fair selection process. We ask that you please follow these instructions carefully. Any submittal that does not meet the requirements set forth in this document and any addenda will not be considered by the Selection Committee.

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- a. Visit the Purchasing Department's website at www.coloradomtn.edu/purchasing for additional information on doing business with CMC.
- b. Bidders should carefully read the information contained herein, and in any addenda, and submit a complete proposal to all requirements and questions as directed.
- c. Questions regarding this RFP should be submitted via email to bids@coloradomtn.edu. CMC will attempt to answer all relevant questions submitted to this email address prior to the question deadline in the timeline above. All such addenda issued by CMC prior to the time that proposals are received shall be considered part of the RFP. It shall be the Bidder's responsibility to view all documents posted at www.coloradomtn.edu/purchasing. Inquiries seeking information that is already posted on the College website or available in this RFP document will not be answered. Only those inquiries that CMC replies to which are made by formal written addenda shall be binding. Oral and other types of interpretations or clarifications will be without legal effect.
- d. Once you've uploaded your response to BidNet per the instructions in this document the RFP will be governed by the established timeline. CMC staff cannot see who or how many responses have been submitted to BidNet prior to the closing date so we are unable to confirm receipt. However, you may assume your upload was successful if BidNet accepts the document.
- e. Along with your RFP submit a sample certificate of liability insurance per the attached requirements for evidence only. If your proposal is successful and a contract awarded, a compliant certificate of insurance will be required with all endorsements at that time.
- f. CMC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in CMC's best interest.
- g. Representations made within the proposal will be binding on Bidder. Failure to comply with the requirements contained in this RFP will result in the rejection of your proposal.
- h. Bidder recognizes and understands that any costs incurred by the Bidder from submitting a response to this RFP are the responsibility of the bidder.
- i. CMC has a fixed budget for the project. In order for the project to be awarded the total project amount must not be more than the available funding. Based on this, CMC hereby reserves the right to delete specific bid items or to adjust quantities to coincide with available funding. For bidding purposes, all contractors must be aware that this may occur.

Section VI: RFP Terms & Conditions

▶ SUBMITTAL INSTRUCTIONS.

All submittals must adhere to the instructions provided above to be considered by the Selection Committee.

▶ PROPRIETARY INFORMATION.

It is understood that CMC is a public institution and, as such, is subject to the Colorado Open Records Act, CRS §§ 24-72-101 et. seq. ("CORA"). Except as otherwise agreed prior to the award or finalization

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of any vendor transaction, College shall provide upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to CORA, and CMC's obligations under CORA supersede its obligations under any agreement, contract, purchase order or negotiated transaction. Please contact the CMC Purchasing Department if you feel you need to submit confidential information. Any information uploaded to BidNet or otherwise submitted to CMC may be posted on our website or made available to third parties.

▶ **REFUSAL.**

CMC reserves the right to refuse any and/or all proposals or any part thereof.

▶ **WITHDRAW PROPOSAL.**

You may withdraw your proposal at any time prior to the date and time set for closing.

▶ **DISCUSSIONS/NEGOTIATIONS.**

CMC reserves the right to contact any Bidder for clarification of information submitted; CMC reserves the right to conduct discussions with Bidders, to accept or not accept revisions of Proposals, and to negotiate any point in the proposal or the subsequent contract at the sole discretion of the Director of Purchasing & Contracts.

▶ **AWARD.**

Awards shall be made to any or all responsible Bidders whose submittals are determined to be advantageous to CMC based on the evaluation factors described above. Price, although a consideration, will not be the sole determining factor. CMC reserves the right to ask for the "Best and Final Offer" from any or all Bidders.

▶ **PRE-AWARD PRESENTATIONS.**

The College reserves the right to require presentations from the highest-ranking Bidders, in which they may be asked to provide additional information and answer questions from the Selection Committee.

▶ **CONTRACT.**

The successful Bidder is expected to enter into a standard contract with CMC that includes standard terms and conditions. A sample is attached. CMC may choose to add additional terms to this contract.

▶ **INDEMNIFICATION.**

Successful Bidders shall indemnify and save CMC harmless from any and all claims, demands, suits, and actions which may arise from errors or omissions caused by the Bidder in conjunction with its contractual obligations including, but not limited to, obligations for the preparation of any and all documents required by CMC in conjunction therewith, and shall defend all suits, in the name of CMC when applicable, and shall pay all costs and judgments which may issue thereon.

▶ **INSURANCE.**

Successful Bidders shall have their insurance company send the CMC Department of Risk Management a compliant certificate of liability insurance.

▶ **PAYMENT AND PERFORMANCE BOND.**

CMC requires payment and performance bonds for all construction projects greater than \$50,000. Please price the bonds separately when you submit your response.

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▶ **ILLEGAL ALIENS.**

By submitting a proposal, a Bidder certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of proposal submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

▶ **LIMITATION OF MULTIPLE-FISCAL YEAR OBLIGATIONS.**

All financial obligations of CMC under a contract resulting from this proposal subsequent to the fiscal year in which signed are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the CMC Board of Trustees. This contract shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4) (b) of the State Constitution (Amendment 1).

Section VII: Warranties and Representations

a. By submitting a proposal, Bidder acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract and (2) the submission of a proposal by Bidder in response to this RFP will not create a contract between CMC and Bidder.

b. By submitting a proposal, Bidder offers and agrees to furnish to CMC the products and/or services described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.

c. By submitting a proposal, Bidder represents and warrants that (1) Bidder is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of the RFP; (2) Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP; (3) Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances; (4) Bidder understands the requirements and specifications set forth in this RFP and the terms and conditions set forth; and (5) all statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Bidder acknowledges that CMC will rely on such statements, information, and representations in selecting the successful Bidder. If selected by CMC as the successful Bidder, Bidder will notify CMC immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.

d. By submitting a proposal, Bidder agrees to be in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.