

<p style="text-align: center;"> NMHU New Mexico Highlands University </p>	<p> Request for Proposal #17-003-8 NIGP Commodity Code 95813 </p>	RFP Title	Campus Bookstore Operations
		Issue Date	Monday, April 17, 2017
		Closing Date & Time	Friday May 26, 2017 at 3:00 PM
		Mail or Hand Deliver Sealed Responses To	New Mexico Highlands University Purchasing Office 1005 Diamond Ave Las Vegas, NM 87701
		Procurement Officer Scope of Work Clarification	Adam Bustos 505-454-3053

New Mexico Highlands University, (hereafter referred to as NMHU) a New Mexico public higher education institution invites qualified bidders (hereafter call Offerors) to submit proposals in accordance with the outline and specifications contained herein. The intent and purpose of this procurement is to establish a contract with qualified firm(s) who can provide Campus Bookstore Operations. If you have experience and are interested in providing these services, please submit a proposal for this work based on the information presented in this RFP 17-003-8.

We are requesting that you prepare a brief response based on the Request for Proposal and accompanying information. The proposal should address your interest to satisfy the University's objectives established for this effort. The proposal should also clearly demonstrate your capability to achieve the scope of work. It is, therefore, important that you list all key individuals that you would assign to the project and define an approach that would be used to implement this service. Careful review of the RFP is highly recommended to ensure a responsive submittal. This RFP was prepared in accordance with current State Procurement Statutes.

New Mexico Highlands University feels this format for an RFP is objective and represents a comprehensive and fair system for evaluation of your submittals. Should you require further information, please feel free to contact the Procurement Officer.

For additional information concerning the "Scope of Work", please contact Adam Bustos, Purchasing Director @ 505-454-3053.

Copies of the Request for Proposals can be obtained in person at the Purchasing Office, 903 University Ave Las Vegas, NM 87701, or can be mailed or e-mailed upon written, e-mail, or fax request to Adam Bustos at adambustos@nmhu.edu

New Mexico Highlands University reserves the right to accept or reject any or all proposals and to waive all formalities.

New Mexico Highlands University is an affirmative action and equal opportunity employer. The University does not discriminate on the basis of race, color, national origin, sex or disability in its programs, activities, or employment.

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

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PROPOSAL REVIEW SCHEDULE

Issuance of Proposal Packet	April 17, 2017
Proposal Submittal Deadline	Friday May 26, 2017
Evaluations of Proposals	within two weeks
Oral Presentations, (If required)	June, 2017
Negotiations	June, 2017
Contract Award	June, 2017

OTHER INFORMATION

Number of Copies: One (1) original and seven (5) copies; Flash Drive
 Published: Albuquerque Journal, Santa Fe New Mexican
 Contract Term: One year, with an option to renew annually up to seven additional years

**DATES AFTER THE PROPOSAL DEADLINE ARE TENTATIVE
 AND ARE SUBJECT TO CHANGE WITHOUT NOTICE**

PROJECT DIRECTORY

OWNER

Board of Regents
New Mexico Highlands University
Las Vegas, NM 87701

PRESIDENT

Dr. Sam Minner, Jr.

VICE PRESIDENT FOR FINANCE AND ADMINISTRATION

Max Baca
Las Vegas, NM 87701

DIRECTOR OF PURCHASING

Adam Bustos
NMHU Purchasing
1005 Diamond.
Las Vegas, NM 87701
505.454.3053 / 505.454.3109 fax

1.1 RESIDENTIAL BUSINESS/CONTRACTOR PREFERENCE:

New Mexico procurement law provides for a five percent (5%) residential business/contractor preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident business/contractor, whose bid is nearest to the low bid of the non-residential business/contractor, is made lower when multiplied by a factor of .95. For awards on a point base system, the bidder with a resident business preference will receive an additional 5% of the total points allowed added to his point total. This does not apply when federal funds are being used. Any New Mexico business claiming preference will provide its "Certificate" as proof they are a residential business or resident contractor. This new certification is issued by the taxation and revenue department will beginning January 1, 2012. **Provision of the certificate will be the responsibility of the bidder. IF a copy of certificate is not provided with bid response, it will not be considered. Section 13-1-21 and Section 13-1-22 of the New Mexico Statutes 1978 Annotated, Chapter 13.**

1.2 RESIDENT VETERANS BUSINESS/CONTRACTOR PREFERENCE:

New Mexico procurement laws provide for a percent (7%, 8% or 10%) resident preference for Veteran Businesses/Contractors. This preference is separate from the current instate preference and is not cumulative with that preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident veteran's business/contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .93, .92 or .90. For awards on a point base system, the bidder with a resident veterans business preference, will receive an additional 7%, 8%, or 10% of the total points allowed added to his point total. Any New Mexico company's claiming preference must complete the "Resident Veterans Preference Certification" document that is provided in bid document. Section 13-1-21 or Section 13-1-22 of the New Mexico Statues 1978 Annotated, Chapter 13. Exhibit B must be completed and returned with proposal if to be considered.

1.3 CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION FORM

Conflict of Interest and Debarment/Suspension must be completed and included in your proposal submittal.

1.4 GRAMM-LEACH BLILEY ACT

Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Par 314, the University requires its Service Providers to implement and maintain appropriate safeguards for the protection of Customer Information. Refer to Exhibit C.

1.5 DISCUSSIONS WITH PROPOSERS AND AWARD

The Procurement Code permits and the University reserves the right to conduct discussions with any or all Proposers or to make an award of a contract without such discussions based only on evaluation of the written responses. The University likewise reserves the right to designate a review committee in evaluating the proposal according to the criteria set forth herein. Additionally, the University reserves the right to make a single award from this RFP or multiple awards whichever is in the best interest of the University with the University being the sole judge thereof. A written determination showing the basis upon which the award was made shall be included in the procurement file.

1.6 QUALIFICATION of EVALUATION COMPONENTS:

This section of the proposal contains specifications and other relevant information to be used by Offerors in preparation of their proposal.

Offerors shall ensure that all the information required herein be submitted with their proposal. All supporting information regarding the vendor's services shall be included in the proposal and will be evaluated accordingly. All services proposed by the responding contractors shall meet as many specific requirements listed in this section as possible. Each specification shall be addressed in detail in the proposal submitted by the responding vendor. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Offerors are encouraged to provide any additional information describing operational abilities. **Any services proposed outside of the scope of work shall be identified as "Additional Services". It is expected proposals will present potential creative solutions that would provide additional value to our members.**

Offerors will propose equivalent or lesser cost plans than offered to private or public agencies through promotional, solicitations and/or contractual arrangements.

SECTION 2 SCOPE OF SERVICE

2.1 SCOPE OF SERVICE

New Mexico Highlands University, NMHU, is seeking proposals from qualified companies who are capable of operating and managing a campus bookstore. The management and operation of the the campus bookstore also includes a “virtual bookstore” for our Santa Fe, Rio Rancho, Farmington, Roswell, and Albuquerque campuses, respectively.

2.2 ENROLLMENT STATISTICS

The University’s headcount for the last three years is set forth below:

	Year 2015	Year 2016	Year 2017
Enrollment	3608	3300	3300

2.3 CURRENT SALES

Gross sales in the bookstore for the previous year were approximately \$747,000.

2.4 TERMS

2.4.1 Exclusive Rights

The University shall not allow access to University property or facilities to any other business selling or buying back textbooks. The bookstore shall have the exclusive right to sell any other merchandise presently or normally sold by the campus bookstore with the exceptions that follow:

Student groups or organizations may, from time to time, sell merchandise on the University premises for fundraising events subject to the approval of the University.

The Contractor shall not sell items, such as prepared foodstuffs, as granted by contract to other vendors. Contractor may sell such items in the absence of such contracts and may sell items currently sold by the bookstore.

The contractor shall have non-exclusive right to use the University seal and logo on stationery, soft goods, notebooks, pens, pencils, decals, and similar items normally sold in the bookstore.

2.4.2 Contractor Not an Agent of the University

The Contractor shall assume all operating costs for the campus bookstore except those specifically identified in the contract to be borne by the University. The Contractor will operate on its own account and shall not in any manner use the credit or name of the University or the State in connection with its business or affairs without prior written consent of the University.

2.5 FINANCIAL CONSIDERATION

2.5.1 Commission

The Contractor shall pay the University a percentage commission of gross sales and shall state this percentage in the proposal.

Gross sales are defined as the gross amount received from all retail sales of goods and services in the campus bookstore including commissions received. Such sales may be cash, credit, or check. Excepted from gross sales shall be all sales, use excise, or other taxes paid by the customers, documented inter-company or wholesale sales, sales of computer hardware and software at educational discounts, sales of fixtures and other items not in the normal course of business and merchandise returned by customers and accepted by the bookstore.

The Contractor shall make payments to the University on a quarterly basis within thirty (30) days of the end of each calendar quarter and shall include with the payment a full report of the bookstore's gross sales for the quarter. The Contractor shall maintain records, using generally accepted accounting standards, on the premises of the bookstore such that the University may determine the accuracy of the quarterly reports. The Contractor shall annually provide a statement validating annual sales and payments.

2.6 EMPLOYEES

The contractor shall provide the campus bookstore with sufficient and qualified personnel to provide the University all bookstore operations under the contract requirements, and who shall be supported by the Contractor's supervisory personnel and support service departments.

All bookstore personnel shall be employees of the Contractor and shall be compensated directly by the Contractor. The Contractor shall provide and process the payroll for all employees.

The University reserves the right to interview and approve the selection of the bookstore manager.

The Contractor shall reassign any employees from direct contact with customers when requested to do so by the University, provided such request shall be made only on the grounds that continued employment in contact with customers would be detrimental to the University's public relations. The University may also require the Contractor to remove any bookstore employees from the site for cause, provided due written notice is given to the Contractor by the University.

2.7 EQUAL OPPORTUNITY EMPLOYMENT

The University is committed to Equal Opportunity Employment. The Contractor shall comply with Equal Opportunity laws and shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, job-unrelated disability, or marital status.

2.8 INSURANCE

Please see Exhibit D: Insurance Requirements.

2.9 TAXES

The Contractor shall be solely responsible to pay any and all federal, state, and local taxes which may be assessed against the Contractor's equipment or merchandise while in or upon the premises of the University, as well as any and all federal, state, and local taxes assessed in connection with the operation of its business on the premises of the University.

2.10 RENT, MAINTENANCE, AND UTILITIES

The Contractor and University shall negotiate a monthly rent for the area occupied by the bookstore. Rent will be agreed upon during Negotiations with awarded vendor. Contractor shall provide an innovative solution to replace monthly rent to justify if rent cannot be agreed upon.

The University shall provide maintenance and repairs due to normal wear to the University's facilities. Maintenance to the bookstore's fixtures, furnishings, and equipment shall be the responsibility of the Contractor.

The Contractor shall provide its own custodial services which must meet the University's standards. In the event that the Contractor cannot provide its own custodial services, University Custodial services can be offered at agreed upon rate by the contractor and University.

The Contractor will pay for its own utilities. The University will not be liable for any loss that may result from the interruption or failure of any services or utilities. Utilities will be calculated based on the percentage of square footage that the Bookstore occupies in relation to the entire building.

The Contractor shall provide long distance telephone service at its own cost.

2.11 SECURITY

The Contractor shall cooperate with the University Police Department concerning enforcement of University regulations, and internal security and theft control in the campus bookstore. The Contractor shall not, except in physically dangerous or other emergency situations, summon public emergency services except through the University Police Department.

The Contractor shall be responsible for the control of keys issued by the University and the security of those areas provided for the Contractor's use. The University shall bear the initial cost of re-keying of locks. The initiating party shall be responsible for additional re-keying initiated by the Contractor or the University. The University shall retain a key to the bookstore area for emergency access only. Each such access shall be immediately reported with a written explanation to the bookstore management.

2.12 DEPARTMENT SALES

The Contractor shall sell merchandise and supplies to University departments as requested at a discount of 20% from the list price or regular selling price. The Contractor shall provide a service to special order and sell general supplies and merchandise not regularly stocked in the bookstore, as requested by the University and its departments. The Contractor shall provide additional discount days such as "Game Day Discounts" or other events intended to drive business in the Bookstore.

The Contractor shall accept purchase orders and purchasing cards from the University or its participating universities for departmental purchases. The issuing unit shall be billed by the bookstore for such purchases and shall reimburse the Contractor within thirty (30) days of billing.

2.13 BOOKSTORE POLICIES

2.13.1 General Scope

The campus bookstore shall make available for sale required textbooks and supply items for all courses offered through the University. In addition, the store shall attractively display and sell emblematic merchandise, trade books, and other items typically sold in campus bookstores for the convenience of students, faculty and staff. The Contractor shall provide for the sale/rental of

graduation regalia and commencement announcements in cooperation with the University and its participating universities.

2.13.2 Refunds and Exchanges

The Contractor shall state the refund and exchange policies to be applied in the campus bookstore.

2.13.3 Textbooks

The bookstore staff will work with the faculty, staff and administration of the University to solicit textbook lists in a timely manner and to insure all textbooks are available by the beginning of each semester.

The Contractor shall make every effort to secure and have available used textbooks.

The Contractor shall buy back used textbooks from students on a periodic basis. The Contractor shall state in the proposal the buy-back policies to be used at the University. If a textbook has been adopted for the ensuing term, the bookstore shall buy back that textbook for no less than 50% of the original purchase price, unless sufficient quantities of that textbook to meet course requirements are already in inventory in the bookstore. Textbooks not adopted for an ensuing term shall be purchased at the highest price listed in the current National Textbook Buying Guide.

The Contractor shall make available a Virtual Bookstore for satellite campuses of NMHU throughout the state via the University Bookstore Website.

2.13.4 Financial Aid

The Contractor shall accept financial aid vouchers from the University for approved purchases in the campus bookstore and shall submit such vouchers for reimbursement to the issuing unit. The University shall make payment for reimbursement of such vouchers within thirty (30) days of submission by the bookstore.

2.13.5 Payment Methods

The Contractor shall accept personal checks in payment for all purchases upon presentation of proper identification, unless past history indicates otherwise.

The Contractor shall accept cash and all major credit cards including, but not limited to, American Express, MasterCard, Visa and Discover in payment for purchases in the campus bookstore. The bookstore shall accept the University's purchasing card "credit card" and student charge accounts.

2.13.6 Posting Policies

The Contractor shall conspicuously post all policies concerning refunds, exchanges and buy-back of textbooks.

2.14 INVENTORY

The successful offeror shall purchase the existing inventory from the University at its documented cost. The successful Offeror shall not be required to purchase dated or damaged merchandise, merchandise inventories in excess of that normally expected to be sold within one year, or new books not fully returnable to the publisher. Textbooks shall be purchased at full documented cost only if formally adopted for the ensuing term. Other textbooks will be purchased at the current wholesale price in the most recent edition of the Textbook Buying Guide.

At the conclusion of a contract resulting from this RFP, the Contractor's merchandise inventory may be purchased by the University or a succeeding contractor under the same conditions as stated above.

2.15 EQUIPMENT

The present furniture, fixtures and equipment in the bookstore shall be made available to the Contractor for its use in operating the campus bookstore. An inventory will be made of the University's furniture, fixtures, and equipment. At the conclusion of the contract the University's property will be returned in the same condition as received, less normal wear and tear. Additional or replacement fixtures, furnishings and equipment deemed necessary by the Contractor shall be furnished at the Contractor's expense.

2.16 HOURS OF OPERATION

The Contractor shall maintain store hours to insure proper and adequate service for all students, faculty and staff. Hours of operation should be approved by the University. Any deviation from normal business hours shall be approved by University.

2.17 BOOKSTORE FACILITIES

The present bookstore space and facilities shall be supplied to the contractor for use as the campus bookstore. The Contractor may propose renovation of the bookstore. All costs associated with such renovation shall be borne by the Contractor. The Bookstore is located on the intersection of 8th St and National Ave within the newly constructed (2012) Student Center.

2.18 IMPLEMENTATION

A contract will be awarded to the successful contractor as soon as negotiations are finalized. The Contractor will not officially operate the bookstore until July 1, 2017. The transition time prior to this official date will be used by NMHU and the Contractor for collecting and setting up necessary pieces for the new bookstore operation. The Contractor will be allowed access to the facility and inventory in order to prepare for the transition.

2.19 BOOK SCHOLARSHIP

The contractor shall provide a sum of no less than \$10,000 per year to the University Financial Aid Office in the form of scholarships to be distributed to University Students on a merit or need based status. Contractor may provide a scholarship greater than \$10,000 if customary in the industry.

INQUIRIES:

Questions regarding this RFP must be received in writing no less than 5 working days before the proposal is due. This allows sufficient time to distribute questions and answers to all prospective firms. Questions may be submitted by letter, fax or email. No questions will be answered by telephone.

Address written questions to:

New Mexico Highlands University
Purchasing Department
Adam Bustos
Las Vegas, NM 87701
Email adambustos@nmhu.edu

SECTION 3 EVALUATION COMPONENTS

3.1 Qualification of Evaluation Components:

This section of the proposal contains specifications and other relevant information to be used by Offerors in preparation of their proposal.

Offerors shall ensure that all information required herein be submitted with their proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award.

Offerors are encouraged to provide any additional information describing operational abilities. NMHU requires that Offerors proposals are innovative and reflective of an understanding of the nature of Bookstores on university Campuses.

3.2 Proposal evaluation factors:

3.2.1 Related Experience and References

(0 to 33 possible points)

Discuss briefly prior experience with other organization(s) similar to the size of the University that relates to accomplishing the scope of work contained in Section 2.

A list of present clients with similar operations to the campus bookstore shall be submitted. Include the entity's name, address, and telephone numbers; contact name and a brief synopsis of Offeror's service relationship. The committee will use this list to select and check references. Also provide a list of the clients you have had in the last five years.

3.2.2 Management Plan

(0 to 33 possible points)

Offeror shall submit a narrative describing the proposed management plan for the bookstore to include obtaining textbooks, delivering products and services, merchandising and staffing the bookstore, maintaining a "virtual bookstore" for satellite campuses, and other information the Offeror wishes to present to fully describe the operation program being proposed. NMHU is seeking Offerors that can provide innovative solutions that lead to overall success of the Bookstore.

3.2.3 Cost Proposal (See Attachment A)

(0 to 34 possible points)

Offeror shall state a definite pricing policy. This should include appropriate documentation of the proposed pricing policies that are being proposed. In the pricing policy, please include any information of cost proposals that have been successful in a University similar to NMHU in terms of annual sales and enrollment size.

Include audited financial statements for the past two years.

Total Possible Points100 points

Cost Proposal (see attachment A) must be returned in a separate sealed envelope.

SECTION 4 INSTRUCTIONS TO OFFERORS

NOTICE TO PROPOSER

PROPOSAL SUBMITTAL FORMAT SEE SECTIONS 4.3

Non-compliance shall result in a non-responsive proposal.

4.1 DEFINITIONS AND TERMS

- 4.1.1 Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 4.1.2 Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 4.1.3 Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (13-1-52 NMSA 1978).
- 4.1.4 Offeror:** any person, corporation, or partnership legally licensed to provide professional services in this state, who chooses to submit a proposal in response to this Request for Proposals.
- 4.1.5 Procurement Manager:** means the person or designee authorized by the New Mexico Highlands University to manage or administer a procurement requiring the evaluation of proposals.
- 4.1.6 Request For Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (13-1-81 NMSA 1978).
- 4.1.7 Responsible Offeror or Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (13-1-83 NMSA 1978).
- 4.1.8 Responsive Offer or Proposal:** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (13-1-85 NMSA 1978).
- 4.1.9** The terms **must, shall, will, is required, or are required,** identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the Offeror's proposal.
- 4.1.10** The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

4.2 REQUEST FOR PROPOSAL DOCUMENTS

4.2.1 COPIES OF REQUEST FOR PROPOSALS

- 4.2.1.1** A complete set of the Request for Proposal will be made available electronically by requesting a copy from adambustos@nmhu.
- 4.2.1.2** A complete set of the Request for Proposals may be obtained from the NMHU Purchasing Office as stated in the RFP Notice.
- 4.2.1.3** A complete set of the Request for Proposals shall be used in preparing proposals; New Mexico Highlands University assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- 4.2.1.4** A copy of the RFP shall be made available for public inspection and shall be posted at the Purchasing Office of New Mexico Highlands University

4.2.2 INTERPRETATIONS

4.2.2.1 All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Officer, New Mexico Highlands University in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Purchasing Agent having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

4.2.2.2 Offerors should promptly notify the University of any Ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

4.2.3 ADDENDA

4.2.3.1 Addenda will be mailed, emailed, by facsimile or hand delivered to all whom are known by the University to have received a complete set of Request for Proposals.

4.2.3.2 Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.

4.2.3.3 No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.

4.2.3.4 Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter.

4.3 PROPOSAL SUBMITTAL PROCEDURES

4.3.1 NUMBER, FORM AND STYLE OF PROPOSALS

4.3.1.1 Offerors shall provide **one (1) original and seven (7) copies** of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals. Offeror shall also provide a digital copy of proposal on a USB flash Drive

4.3.1.2 All proposals must be typewritten on standard 8-1/2" x 11" paper (larger paper, folded is permissible for charts, spreadsheets etc.) and bound with tabs delineating each section.

4.3.1.3 The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- 1) Letter of Transmittal (the letter must)
 - a) Identify the submitting individual or organization,
 - b) Identify the name and title of the person(s) authorized by the organization to contractually obligate the organization,
 - c) Identify the names, titles, and telephone numbers of the persons to be contacted for clarification,
 - d) Explicitly indicate acceptance of the terms and conditions of the RFP,
 - e) State the offer, terms and conditions set forth in the proposal response will remain in effect for at least sixty (60) days from the deadline for submission of proposal,
 - f) Acknowledge receipt of any addenda, and,
 - g) Be signed by the person authorized to contractually obligate the organization.
- 2) Table of Contents
- 3) Proposal Summary
- 4) Responses to Related Experience and References (refer 3.2.1)
- 5) Responses to Management Plan (refer 3.2.2)
- 6) Responses to Cost Proposal (refer 3.2.3)
- 8) Any additional pertinent information.

4.3.1.4 Any Proposal that does not adhere to this format, and which does not address each specification or requirement within the RFP may be deemed non-responsive and rejected on that basis.

4.3.1.5 Offeror may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters, which clearly are of a confidential nature, will be considered.

4.3.1.6 Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

4.3.1.7 A pre-proposal conference will not be held.

4.3.2 SUB-CONTRACTORS

4.3.2.1 The Offeror shall list and state the qualifications for each Sub-contractor the Offeror proposes to use for all subcontracted Work.

4.3.2.2 The Offeror is specifically advised that any person or other party, to whom it is proposed to award a subcontractor under this proposal, must be acceptable to the NMHU after verification by the University of the current eligibility status, including but not limited to suspension or debarment by the University.

4.3.3 SUBMITTAL OF PROPOSALS

4.3.3.1 Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope.

4.3.3.2 The envelope shall be addressed to the Procurement Officer of New Mexico Highlands University. The following information shall be provided on the front lower left corner of the envelope: Project Title, Request for Proposals number date of opening, and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation "**SEALED PROPOSAL 17-003-8 ENCLOSED**" on the face thereof.

4.3.3.3 Cost Proposal must be returned separate sealed envelope.

4.3.3.4 Proposals received after the date and time for receipt of Proposals will be returned unopened.

4.3.3.5 The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Officer's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Procurement Officer or his designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

VIA MAIL or HAND DELIVERED

New Mexico Highlands University
Purchasing Office
1005 Diamond
Las Vegas, NM 87701

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

4.3.3.5 After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, and such other information as may be specified by the Purchasing Officer.

4.3.3.6 Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

4.3.4 CORRECTION OR WITHDRAWAL OF PROPOSALS

4.3.4.1 A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.

4.3.4.2 Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

4.3.5 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

4.3.5.1 In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal,

state, and local requirements, local conditions which are a part of these Request for Proposals.

4.3.5.2 Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

4.3.6 REJECTION OR CANCELLATION OF PROPOSALS

4.3.6.1 This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the University. A determination containing the reasons therefore shall be made part of the RFP file (13-1-131 NMSA 1978).

4.4. CONSIDERATION OF PROPOSALS

4.4.1 RECEIPT, OPENING AND RECORDING

4.4.1.1 Proposals received on time will be opened in the presence of two (2) or more witnesses (NMHU employees), but will not be opened publicly.

4.4.1.2 The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (13-1-116 NMSA 1978).

4.4.2 PROPOSAL EVALUATION

4.4.2.1 Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

- 1) Acceptable,
- 2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
- 3) Unacceptable (Offeror's whose proposals are unacceptable shall be notified promptly).

4.4.2.2 The University shall have the right to waive **technical irregularities** in the form of the Proposal of the Offeror, which do not alter the quality of the services (13-1-132 NMSA 1978).

4.4.2.3 If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (13-1-120 NMSA 1978).

4.4.2.4 Selection Process: 13-1-120 NMSA 1978)

- 1) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the New Mexico Highlands University. The committee shall evaluate statements of qualifications and performance data submitted by businesses in regard to the particular request and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach and their ability to furnish the required services.
- 2) The committee will select, rank in order of their qualifications which are most qualified to perform the required services: and may choose to have the finalist(s) make an oral presentation to the committee. The committee will determine the schedule for the oral presentations.

4.4.3 NEGOTIATIONS (13-1-122 NMSA 1978)

4.4.3.1 New Mexico Highlands University designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

4.4.3.2 Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

4.4.3.3 The designee shall then undertake negotiations with the third most qualified business.

4.4.3.4 Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

4.4.4 NOTICE OF AWARD

4.4.4.1 After award by the New Mexico Highlands University, a written notice of award shall be issued by the University with reasonable promptness (13-1-100 and 13-1-108 NMSA 1978).

4.4.5 CONTRACT TERM:

4.4.5.1 The contract term will begin as stated in the resulting NMHU contract "purchase order". It will be for a period of one (1) year with an option to renew annually up to seven (7) additional years, subject to the renewal options stated in the "Scope of Work".

4.4.5.2 The RFP documents included in this packet constitute the Contract Document. The Contractor's signature on the proposal, which includes the General and Supplemental Terms and Conditions, signifies a full understanding of the terms of the Contract and an agreement to perform the work under these terms if awarded the Contract. The award of the contract shall be made by the issuance of a purchase order by NMHU's Purchasing Department to the Contractor.

4.5. POST-PROPOSAL INFORMATION

4.5.1 PROTESTS

4.5.1.1 Any Offeror who is aggrieved in connection with a solicitation or award may protest to the University's Purchasing Officer in accordance with the requirements of the New Mexico Highlands University Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978).

4.5.2 EXECUTION AND APPROVAL OF AGREEMENT

4.5.2.1 The Agreement shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

4.5.3 NOTICE TO PROCEED

5.5.3.1 The University will issue a written Notice to Proceed to the Offeror.

4.5.4 OFFEROR'S QUALIFICATION STATEMENT

4.5.4.1 Offeror to whom award is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (13-1-82 NMSA 1978)

SECTION 5 GENERAL TERMS AND CONDITIONS
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5.1 PERSONNEL CONDUCT/COMPLIANCE

Any personnel executing services under the Agreement, whether they are employed by the Contractor or a subcontractor, while on the premises of NMHU, will conduct him/her in an acceptable appropriate manner, and comply with all conduct and compliance policies and procedures of NMHU. NMHU reserves the right to request immediate termination of any personnel exhibiting inappropriate mannerisms or non-compliance with these policies and procedures. Additional information on appropriate personnel conduct and compliance with policies and procedures may be obtained from the Director of Human Resources.

5.2 LICENSES AND PERMITS

The Contractor must keep him/herself informed of, and adhere to, all laws and ordinances governing any matter related to this move. The Contractor will obtain all necessary licenses and permits, and will be aware of all labor conditions and agreements relating to the work specified in the RFP and shall make all provisions necessary to avoid any disputes which might arise from those conditions and agreements and shall be responsible for any delays, damages or extra cost caused by such disputes.

5.3 AUTHORIZED DEALERS

NMHU reserves the right to verify with the manufacturer that the Offeror is an authorized dealer for the equipment proposed. Award will be made only to an authorized dealer; no third parties will be considered.

5.4 SAFETY REQUIREMENTS

It shall be the Contractor's responsibility to provide for the safety of workers and public in compliance with the requirements of insurance and public health and safety.

5.5 FREIGHT

The freight terms shall be Freight Prepaid unless otherwise agreed to at the time of award. The F.O.B. will be destination unless otherwise agreed to at the time of award.

5.6 TAXES

The University is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on materials, except construction materials used by a contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in your base price offer. Applicable taxes are excluded from the Proposal evaluation.

5.7 INSURANCE

The University will not execute an Agreement until the bidder satisfies the insurance requirements of the University. The Contractor will be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Contractor. **(See exhibit D)**

5.8 CONTRACT UTILIZATION BY OTHER AGENCIES

In accordance with NMSA 13-1-129, bidders are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the services outlined in this RFP with the awarded offeror. Contractual engagements accomplished under this provision shall be between the awarded offeror and the contracting entity with no obligation by the Regents of New Mexico Highlands University.

SECTION 6 AGREEMENT TERMS AND CONDITIONS

6.1 The agreement between NMHU (“Agency”) and successful Offeror (“Contractor”) shall contain substantially the following terms and conditions. In their letter of transmittal, bidders shall include a statement agreeing to these terms and conditions and explaining any terms or conditions with which they do not agree.

6.1.1 SCOPE OF WORK

This portion of the agreement will be drafted following selection of the Contractor(s) to perform services. It will incorporate all or part of the scope of work covered in RFP and the description of services from the Offeror’s proposal.

6.1.2 COMPENSATION

The fee for each category of personnel or type of service and the payment of expenses shall be spelled out in the agreement. Applicable taxes shall be shown as a separate amount on any request for payment.

6.1.3 TERM

The term of this agreement will begin as stated in the resulting Agency agreement and will be for the term of the project as specified in the Scope of Work.

6.1.4 TERMINATION

The Agreement may be terminated by either of the parties thereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations nor liabilities already incurred for performance or for failure to perform prior to the date of termination.

6.1.5 STATUS OF CONTRACTOR

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

6.1.6 WARRANTY

The Contractor warrants that the recommendations, guidance and performance of any person assigned under the Agreement shall be in accordance with sound professional standards and ethics, and the requirements of the Agreement.

6.1.7 ASSIGNMENT

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

6.1.8 SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Agency.

6.1.9 APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of the terms of this Agreement.

6.1.10 PENALTIES FOR VIOLATION OF LAW

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

6.1.11 APPROPRIATIONS

The terms of the Agreement are contingent upon sufficient appropriations and allocations being made by the Legislature of New Mexico or other funding agency. If sufficient appropriations and authorization are not made by the Legislature or other funding agency, the Agreement shall, notwithstanding any other provisions of the agreement, terminate immediately upon written notice being given by the University to the Firm. New Mexico Highlands University's decision as to whether sufficient appropriations are available shall be accepted by the Firm and shall be final. If NMHU proposes an amendment to the Agreement to unilaterally reduce funding, the Firm shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6.1.12 RECORDS AND FINANCIAL AUDITS

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

6.1.13 CONFIDENTIALITY

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

6.1.14 MERGER

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

6.1.15 INDEMNIFICATION

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

6.1.16 INSURANCE

Contractor agrees to maintain insurance providing coverage in the amount of no less than the limits required by the State of New Mexico per incident, see exhibit A. (Proof of insurance shall be submitted prior to approval of agreement)

6.1.17 RELEASE

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

6.1.18 WAIVER

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

6.1.19 PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Agency agrees to hold harmless, indemnify and defend the Contractor against all damages, claims and losses, including defense costs, arising out of any reuse of the plans and specifications without the written authorization of the Contractor.

6.1.20 CONFLICT OF INTEREST-GOVERNMENTAL CONDUCT ACT

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee had been followed.

6.1.21 AMENDMENT

The Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto.

6.1.22 EQUAL OPPORTUNITY COMPLIANCE

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

6.1.23 WORKERS COMPENSATION

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

6.1.24 NOTICE

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

EXHIBIT A SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATE FORM
--

THE FOLLOWING MUST BE CERTIFIED IF THIS CONTRACT IS \$20,000 OR GREATER

CONFLICT OF INTEREST

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

No employee or Regent of New Mexico Highlands University (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any New Mexico Highlands University employee, Regent or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds controlling interest in Vendor, please identify the legislator: _____ List below the names(s) of any New Mexico Highlands University employee, Regent or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the Vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposal debarment from any Agency. The Vendor agrees to provide immediate notice to New Mexico Highlands University Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposal debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company Name: _____

Address: _____ City/State/Zip: _____

THE FOLLOWING MUST BE CERTIFIED IF THIS CONTRACT IS \$100,000 OR GREATER

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 2005)

- (a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, including in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his/her knowledge and belief that on or after; December 23, 1989
 - 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/her behalf in connection with the awarding of any Federal contract.
 - 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, and officer or employee of Congress, or an employee of a Member of Congress on his/her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - 3. He/she will include the language of this certification in all subcontract awards 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 Cod. Any person who makes 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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APPR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company Name: _____

Address: _____ City/State/Zip: _____

EXHIBIT B RESIDENT VETERANS BUSINESS/CONTRACTOR PREFERENCE

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

 (Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

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

EXHIBIT C GRAMM-LEACH BLILEY ACT

Exhibit A

GRAMM-LEACH-BLILEY ACT

Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, the New Mexico Highlands University (“University”) requires its Service Providers to implement and maintain appropriate safe guards for the protection of Customer Information. Accordingly, the Service Provider shall implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential Customer Information that it creates, receives, maintains, or transmits on behalf of the University. In addition, the Service Provider will require and ensure that any of its agents, sub-contractors, or sub-consultants, to which it provides confidential Customer Information of the University, implements appropriate security measures to protect confidential Customer information of the University.

Service provider shall no use or disclose covered data and information receive from or created behalf of the university except as permitted or require by this agreement, as required by law, or as otherwise authorized in writing by the university. Upon becoming aware of a security breach in which university Customer Information is used or disclosed in a manner no authorized or covered by this agreement, including any reasonable belief that an unauthorized individual as accessed a database containing covered data and information, or in violation of any applicable state or federal laws, Service Provider will report to the University any security incident immediately upon being aware of such a breach an take such corrective steps/actin to remedy the breach as requested by the university and required by law.

Upon termination, cancellation, expiration or other conclusion of this Agreement, Service Provider shall return to h university covered Customer Information and data unless the University requests in writing that such Customer information and data be destroyed. Service Provider shall complete such return or destruction not less than 30 days after the conclusion of this Agreement. Within such 30-day period, Service Provider shall certify in writing o h University that such return or destruction has been completed. To the extent return or destruction is not feasible; this Agreement shall remain in full force and effect.

Service Provider means any person or entity that receives, maintains, processes, or otherwise is permitted access to Customer Information through its direct provisions of services to a financial institution. The Gramm-Leach-Bliley Act broadly defines “financial institution” as any institution engaging in the financial activities enumerated under the Bank Holding Company Act of 1956, including “making, acquiring, brokering, or servicing loans” and “collection agency services”. Because higher education institutions participate in financial activities, such as processing student financial aid and student loans, FTC regulations consider them financial institutions for purposes of the Gramm-Leach-Bliley Act.

Customer Information means any record containing nonpublic information as defined in 16 CFR 313.3(n), about a customer of a Financial Institution, whether in paper, electronic or other form that the University has obtained from a customer in the process of offering a financial product or service including offering student aid and loans to students as defined in 12 CFR 225.28. Any and all Customer Service Provider acquires through its own efforts in rendering or providing any goods or services under this Agreement, shall be considered confidential and held in strict confidence and shall only be released to the Service Provider’s own personnel, agents, sub-contractors and sub-consultants only to the extent necessary to provide or perform the goods and/or services required by this Agreement. Such information shall not be released by the Service Provider to any other person or organization without the prior written consent an approval of the University.

EXHIBIT D INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

The Contractor shall furnish the Owner one copy of Certificates of Insurance herein required for each copy of the Agreement, showing the coverage's, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. Such certificates shall be filed with the Owner and shall also contain the following statement:

1. **"The Regents, of New Mexico Highlands University, its agents, servants and employees are held as additional insured."**
2. **"The Insurance coverage certified herein shall not be canceled or materially changed except after ninety (90) days written notice has been provided to the owner."**

COMPENSATION INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance is required by applicable State law for all of the Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's or sub-subcontractor's workers which are covered under the Contractor's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:

The contractor shall maintain liability insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$100,000 for property damage for a total maximum liability of \$1,050,000 per occurrence.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set for in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions and renewals. The limits effective July 1, 1992 are:

Bodily Injury...\$750,000 each Occurrence Property Damage...100,000 each Occurrence

SUBCONTRACTOR'S AND SUB SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Contractor shall either: 1. Require each subcontractor or sub subcontractor to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or, 2. Insure the activities of the subcontractors of sub subcontractors in the Contractor's Policy as required under this Article.

GENERAL:

All Insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done acceptable to Owner.

The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the Insurance companies writing said policies.

ATTACHMENT A COST PROPOSAL INSTRUCTIONS

All Offerors must include this page with their Cost Proposal Documents. It must be signed and dated by an authorized representative of the company.

Proposals should be prepared in accordance with Section 4.3 of the Request for Proposal document.

NOTE: Price Proposal must be submitted in a separate sealed envelope

It is understood that the University reserves the right to accept or reject any and all Proposals and to waive all formalities in accordance with State law.

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal with its related documents, and being familiar with all of the conditions surrounding the described materials and/or services, including the availability of materials and labor, hereby offers to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth herein.

NAME OF FIRM, COMPANY: _____

ADDRESS: _____
Street City State Zip

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED OR TYPED NAME: _____ TITLE: _____

DATE: _____ PHONE: _____ FAX _____ E-MAIL _____

Applicable Minimum Wage Act Registration No.: _____ NM Residential Preference Certificate, enclosed ___yes ___no

Bidder acknowledges receipt of the following **Addenda**: (please check)

One () Two () Three () Four () Five () Six ()

**NEW MEXICO HIGHLANDS UNIVERSITY
REQUEST FOR PROPOSAL #17-003-8
CAMPUS BOOKSTORE OPERATIONS
NIGP COMMODITY 95813**

New Mexico Highlands University, a New Mexico public higher education institution invites qualified bidders to submit proposals in accordance with the outline and specifications contained within RFP 17-003-8. The intent and purpose of this procurement is to establish a contract with qualified firm(s) who can provide Campus Bookstore Operations. If you have experience and are interested in providing these services, please submit a proposal for this work based on the information presented in this RFP 17-003-8.

All proposals must be in NMHU's Purchasing Department prior to 3:00 pm local time on Friday, May 26, 2017. Proposals received after that time will not be accepted. In accordance with state law, proposals will not be opened publicly.

All proposals shall comply with the New Mexico Procurement Code, and applicable Federal, state and local laws.

NMHU reserves the right to waive irregularities, reject any or all proposals, cancel this RFP for any reason and at any time, and/or award a contract that is in its best interest. No proposer may withdraw his proposal for ninety (90) days after the actual date of the opening.

RFP documents can be obtained by contacting Adam Bustos at adambustos@nmhu.edu or 505-454-3053.

Informational: Advertised in Albuquerque Journal- April 17, 2017
Advertised in Santa Fe New Mexican- April 17, 2017