

**NEW MEXICO HIGHLANDS UNIVERSITY  
REQUEST FOR PROPOSAL # 998  
ON CALL PROFESSIONAL SERVICES**

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## **I. INTRODUCTION**

### **A. PURPOSE**

New Mexico Highlands University (“NMHU”) is soliciting proposals from qualified and experienced firms for selection as a provider(s) of Professional Services to assist NMHU on an on-call basis. The primary areas of consideration are for Offerors that provide the following Professional Services: Surveying, Environmental Impact Services, Appraisal Services, Emergency Response Plan Development Services, Fire, Health, and Safety Services, Project Management Services, and Engineering Services. The list is not all-inclusive, but should provide a general narrative of services requested.

### **B. BACKGROUND INFORMATION**

New Mexico Highlands University is a public, state-run institution located in Las Vegas, New Mexico, with centers in Santa Fe, Rio Rancho, Farmington and Roswell, offering undergraduate and graduate degrees.

### **C. SCOPE OF PROCUREMENT**

NMHU has issued this RFP to prequalify Offerors to perform Professional Services on an on-call basis. The purpose of this proposal is to support the Fire, Health, and Safety components of NMHU, but the resulting contract(s) out of this RFP can be used for future projects on an on-call basis as deemed necessary by NMHU.

When NMHU decides to utilize this contract for a project the successful Bidders will be given a scope of work and have the opportunity to provide to NMHU a quote to complete the entire project.

#### **1. NMHU will accept RFPs for the services listed in this section:**

For the services in this group, the Contractor may perform only the construction and services allowable by state law. It is the responsibility of the Contractor to understand and comply with these laws, rules and regulations. The list is by no means all-inclusive of professional services that can be provided in relation to listed services. Please include any additional services that Offeror can provide.

- a. Professional Services
  1. Topographic Surveying
  2. Easement Survey Mapping and/or zoning
  3. Planning Services
  4. Site Evaluations and Site Plans
  5. Environment Impact Services
  6. Appraisal Services
  7. Permitting
  8. Emergency response Plan Development Services
  9. Loss Prevention and Control Plan Services
  10. Fire, Health, Safety Services
  11. Fire, Health, Safety Compliance Services
  12. Fire, Health, Safety Drawings and Plan Development
  13. Fire, Health, Safety Report Services
  14. Fire, health, Safety Assessment Services

15. Please list additional services provided

b. Project Management and Coordination

1. Progress Reporting
2. Project Management
3. Project Coordination
4. Meeting organization, facilitation, and documentation
5. Quality assurance and control
6. Schedule updates
7. Meetings, agendas, minutes, notes
8. Evaluation of existing systems
9. Data Collection, review, and analysis
10. Engineering Services
11. Cost estimates
12. As-built drawings
13. Provide multiple copies of plans in electronic file
14. Attend all pre-bid pre RFP meetings
15. Provide technical input
16. Review contract submittals, shop drawings, and surveys
17. Evaluation of change of proposals
18. Site and construction inspections
19. Please list additional services provided

**D. PROCUREMENT MANAGER**

1. New Mexico Highlands University has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and e-mail address are listed below.

Name: Adam Bustos  
Address: 1005 Diamond St Las Vegas, NM 87701  
Telephone: 505-454-0353  
Fax: 505-454-3109  
Email: [adambustos@nmhu.edu](mailto:adambustos@nmhu.edu)

2. **Delivery of the RFP may be made as follows:**

**1. If via delivery in person:**

New Mexico Highlands University  
Attn: Purchasing Department-RFP #998  
903 University Avenue  
Las Vegas, NM 87701

**2. If via United States Postal Service:**

New Mexico Highlands University  
Attn: Purchasing Department-RFP #998  
P.O. Box 9000  
Las Vegas, NM 87701

**3. If via FedEx, United Parcel Service, or other carrier:**

New Mexico Highlands University  
Attn: Purchasing Department-RFP #998  
1005 Diamond Avenue

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other employees or Evaluation Committee members do not have the authority to respond on behalf of NMHU.

#### **E. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout the procurement document, including appropriate abbreviations.

1. **Addendum:** a written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the RFP. Plural: addenda.
2. **Business Hours:** 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given
3. **Close of Business:** 5:00 PM Mountain Standard or Daylight Time, which is in use on the date given
4. **Contract:** a written agreement for the procurement of items of tangible personal property, services, or professional services
5. **Contractor:** the successful offeror who enters into a Price Agreement with NMHU
6. **Desirable:** the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
7. **Determination:** the written documentation of a decision of a procurement manager, including findings of fact required to support a decision. A determination becomes part of the procurement file.
8. **Evaluation Committee:** a body appointed by the procurement manager to perform the evaluation of the Offeror’s proposals
9. **Evaluation Committee Report:** a report prepared by the Procurement Manager and the Evaluation Committee for contract award that will contain written determinations resulting from the procurement
10. **Finalist:** an Offeror and/or Offerors who meet all the mandatory specifications of this request for proposals and whose score on evaluation factors is sufficiently high to merit further considerations by the Evaluation Committee
11. **Hourly Rate:** the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits, and any overhead costs for contractor personnel as well as subcontractor personnel, if appropriate.
12. **ITS:** Information Technology Services
13. **Mandatory:** the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal as nonresponsive
14. **Multiple Source Award:** an award of indefinite quantity contract for one or more similar services to more than one Offeror.
15. **NMHU:** New Mexico Highlands University
16. **Offeror:** any person, corporation, or partnership who chooses to submit a proposal
17. **Price Agreement:** a definite quantity contract or indefinite quantity contract that requires the contractor to furnish services to NMHU
18. **Procurement Manager:** the person or designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals

19. **Professional Services:** means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the state purchasing agent or a central purchasing office.
20. **Project:** a temporary process undertaken to achieve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is completed and project acceptance is given by the project executive sponsor
21. **Project manager:** means an employee assigned by NMHU to oversee the contract work
22. **Purchasing Agent:** the purchasing agent for NMHU or a designated representative
23. **Request for Proposals or RFP:** all documents, including those attached or incorporated by reference, used for soliciting proposals
24. **Responsible Offeror:** an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services described in the proposal.
25. **Responsive Offer or Responsive Proposal:** an offer or proposal that conforms in all material aspects to the requirements set forth in a request for proposals. Material respects of a request for proposals include but are not limited to price, quality, quantity, or delivery requirements.
26. **Solicited and Awarded:** an Invitation to Bid or RFP was made available to the general public, through any means.
27. **Staff:** a full-time, part-time, or an independently contracted employee with the Offeror's company

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description, and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

**PROPOSAL SCHEDULE**  
**ALL DATES AND TIMES ARE SUBJECT TO CHANGE**

1. Issuance of RFP	December 5, 2016
2. Distribution List Response due	December 12, 2016
3. Deadline to Submit Written Questions	to be received by 5:00 pm on December 16, 2016
4. Response to Written Questions	on/before January 6, 2017
5. Submission of Proposal Deadline	prior to 3:00 pm on January 13, 2017
6. Proposal Evaluation Opening	Immediately following
7. Best and Final Offers (Optional)	
8. Finalize Price Agreement	January 20, 2017
9. Price Agreement Award(s)	January 25, 2017
10. Protest Deadline	February 9, 2017

**B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section II. Paragraph A, above.

## **1. Issuance of RFP**

This RFP is being issued on behalf of New Mexico Highlands University on December 5, 2016.

## **2. Distribution List Response Due**

Potential Offerors should hand deliver, e-mail, or registered or certified mail the Acknowledgement of Receipt Form for Request for Proposals that accompanies this document, Attachment 2, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 PM MST or MDT on Monday, December 12, 2016. If possible a copy of the firm's W-9 and Certificate of Insurance would be preferable, as well.

The procurement distribution list will be used for the distributing written responses to questions. Failure to return the Acknowledgement of Receipt of Request for Proposals form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

## **3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager with the intent to clarify the RFP until 5:00 PM Mountain Standard Time /Daylight Time on Friday, December 16, 2016 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager declared in Section I, Paragraph D.

## **4. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgment of Receipt forms described in II.B.2 before the deadline.

## **5. Submission of Proposal Deadline**

All offeror proposals must be received for review and evaluation by the Procurement Manager or designee no later than 3:00 PM Mountain Standard Time/Daylight Time on Friday, January, 2017. Proposals received after the deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the *Professional On-call Services RFP #998*. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be of the of all offeror organizations that submitted proposals. Pursuant to Section NMSA 1978, 13-1-116, the contents of the proposal shall not be disclosed to competing potential offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract awarded pursuant to the Request for Proposals has been fully executed.



### **A. Receipt, Opening and Recording**

Proposals received on time will be opened in the presence of two (2) or more witnesses (NMHU employees), and will be opened publicly. No pricing will be revealed.

1. NMHU shall have the right to waive technical irregularities in the form of the Proposal of the Bidder, which do not alter the price, quality or quantity of the Services.
2. If a Bidder who otherwise would have been issued an Award and Contract, is found not to be a responsible Bidder, a determination that the Bidder is not a responsible Bidder, setting forth the basis of the finding, shall be prepared by the Procurement Manager. The unreasonable failure of the Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

## **6. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the Sequence of Events, depending on the number of proposals received. During this time, the Procurement Manager may initiate discussion with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussion SHALL NOT be initiated by the Offerors.

## **7. Best and Final Offers**

If applicable, Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II, A. Sequence of Events, or as soon thereafter as possible.

## **8. Finalize Price Agreement**

The price agreement will be finalized with the most advantageous Offerors as per schedule Section II, A. Sequence of Events, or as soon thereafter as possible. This date is subject to change at the discretion of the Procurement Manager. In the event that mutually agreeable terms cannot be reached within the time specified, NMHU reserves the right to finalize a price agreement with the next most advantageous Offerors without undertaking a new procurement process. NMHU reserves the right to award to multiple offerors.

## **9. Price Agreement Award**

After the review of the Evaluation Committee Report and the signed Price Agreement, NMHU will award the Price Agreement per the schedule in Section II, A. Sequence of Events, or as soon thereafter as possible. This date is subject to change at the discretion of NMHU. The contract shall be awarded to the Offerors whose proposals are most advantageous to NMHU, taking into consideration the weighted evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate NMHU and State Approval. NMHU reserves the right to award to multiple Offerors.

## **10. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978, and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the award of the Price Agreement and will end at 5:00 PM Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest, including appropriate supporting exhibits and must specify the ruling requested from NMHU. The protest must be delivered to:

Adam A. Bustos  
Purchasing Director  
1005 Diamond St  
Las Vegas, NM 87701

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section VI of this RFP.

### **2. Incurring Cost**

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

Any cost incurred by the Offeror for set up and demonstrate proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any Price Agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with NMHU that may derive from this RFP.

### **4. Subcontractors**

If applicable, the use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the Price Agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the state agency hiring from the Price Agreement before any subcontractor is used during the term of this agreement.

### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted

proposal and must be identified clearly as such in the transmittal letter. NMHU personnel will not merge, collate, or assemble proposal materials.

**6. Offerors Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

**8. Disclosure of Proposal Contents**

The proposals will be kept confidential until negotiations are completed by NMHU. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 through §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, NMHU shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**9. No Obligation**

This procurement in no manner obligates NMHU to the use of Offeror(s) services until a valid written contract is awarded and approved by appropriate authorities.

**10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when NMHU determines such action to be in the best interest of the University.

**11. Sufficient Appropriation**

Any Price Agreement or contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. NMHU's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

**12. Legal Review**

NMHU requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be provided promptly in writing to the attention of the Procurement Manager.

**13. Governing Law**

This procurement and any agreement with an Offeror that may result from this procurement shall be governed by the laws of the State.

**14. Basis for Proposal**

Only information supplied, in writing, by NMHU through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

**15. Contract Terms and Conditions**

The contract between NMHU and the associated contractor will follow the format specified by NMHU and contain the terms and conditions set forth. NMHU reserves the right, however, to negotiate with an Offeror(s) provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the resultant Contract.

Should an Offeror object to any of the terms and conditions in the Contract Terms and Conditions, the Offeror must propose specific alternative language. NMHU may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to NMHU and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

**16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with NMHU.

**17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between NMHU and the Offeror selected from the Price Agreement and shall not be deemed an opportunity to amend the Offeror's proposal.

**18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §§13-1-83 and 13-1-85.

**19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities as well as mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and that the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**20. Change in Contractor Representatives**

NMHU reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of NMHU, meeting its needs adequately.

**21. Notice**

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

**22. State Agency Rights**

NMHU in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

**23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or state agency contracts deriving from this procurement from NMHU and the Procurement Manager. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the Price Agreement.

**24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of NMHU.

**25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of NMHU.

The Contractor(s) shall agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without first procuring NMHU's written permission.

**26. Electronic mail address required**

A large part of the communications regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have and provide a valid e-mail address to receive this correspondence. (See also, Section II.B.4, Response to Written Questions).

**27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by NMHU, the version maintained by NMHU shall govern.

**28. Disclosure Regarding Responsibility**

Any prospective Responsible Bidder/Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any State agency for professional services, tangible personal property, services, or construction agrees to disclose whether they, or any principal of their company:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or LPB;
2. have, within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.
4. have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000.00, of which the liability remains unsatisfied
  - a) Taxes are considered delinquent if both of the following criteria apply:

- i. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
    - ii. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
5. Have, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities. The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
6. Nothing contained in the foregoing shall be construed to require establishing a system of records in order to render in good faith the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If, during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the Price Agreement or Procurement Manager may terminate the involved contract for cause. Still further, the Procurement Manager may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of NMHU.

## **29. Conflict of Interest**

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding

contracting with a public officer or state employee or former state employee have been followed.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Potential Offerors shall respond to applicable elements of the RFP and submit a proposal for services qualified to perform. Offeror may respond to one or all components, but can only submit one complete proposal.

#### B. NUMBER OF COPIES

Bidder is to submit **THREE (3)** copies of their Proposal in a sealed envelope along with a Digital Copy of Proposal. Binders shall be separated into two separate binders: one for proposal and one for cost proposal. Please clearly mark "SEALED" on all Packaging.

#### C. PROPOSAL FORMAT

All proposals must be submitted as follows:

#### D. REQUIRED AND INFORMATION DOCUMENTS

1. The following are to be **completed and submitted** with your Bid:

- a. Addendum Acknowledgement Form (Attachment 1), if applicable;
- b. Acknowledgement of Receipt Form (Attachment 2);
- c. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 3);
- d. New Mexico Business Preference Form (Attachment 4), if applicable;
- e. Resident Veterans Preference Form (Attachment 5), if applicable;
- f. Pricing Form (Cost Response/Lease Terms Form) (Section V);

Typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

#### 2. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Binder 1:

- a) Addendum Acknowledgement Form
- b) Signed Acknowledgement of Receipt Form
- b) Table of Contents



- c) Proposal Summary
- d) Response to Specifications with the exception of cost
- e) Offeror's Additional Terms and Conditions

Binder 2:

- f) Completed Cost Response Form-
- g) Resident Vendor or Resident Veteran Certificate (If applies)
- i) Resident Veterans Preference Certification (If applies)
- j) Conflict of Interest and Debarment/Suspension Certification Form
- k) Other Supporting Material

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must appear only in Binder 2. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Offerors may attach other material they believe may improve the quality of their responses. However, these materials should be included in Binder 2.

## **IV. SPECIFICATIONS**

### **A. Organizational Experience**

1. Offerors must:
  - a. Provide a description of relevant corporate experience with state government and private sector. Please thoroughly describe how your company has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of Professional Services related to this RFP.
  - b. Indicate other similar agreements with Universities or similar public bodies that have been instituted within the past two years.

### **B. Organizational References**

1. Please provide a minimum of (3) three references from similar services performed for state and/or large local government clients within the last three years. Reference information should include:
  - a. Client name
  - b. Project Description

- c. Contract dates
- d. Client Project Manager Name, telephone number, and e-mail address.

NMHU reserves the right to contact references in relation to above mentioned Project Description

### **C. COST, WAGES, AND RATES**

#### **A. NMHU will accept RFPs for the Professional Services listed in this section:**

For the services in this group, the Contractor may perform only the services allowable by state law. It is the responsibility of the Contractor to understand and comply with these laws, rules and regulations of any applicable governing source affiliated with the service offered.

- A. Surveyors**
- B. Appraisers**
- C. Fire, Health, and Safety**
- D. Project Managers**
- E. Engineering Services**

Indicate the hourly rate to be charged to NMHU for labor, equipment, materials, travel, and any other costs using Cost Response form format. .

Indicate your hourly rate for travel costs if different from labor costs. For work beyond the regular working hours of 8am to 5pm Monday to Friday and/or holiday hours indicate those rates if different from labor costs.

The following is meant to serve as an example. Include as many types as needed. If not provided the bid may be considered non-responsive.

- a. LABOR HOURLY RATES (Pricing must comply with NM State Wage Rates when applicable.)
- b. EQUIPMENT HOURLY RATES \_\_\_\_\_
- c. MATERIALS \_\_\_\_\_% discount from list price
- d. TRAVEL \_\_\_\_\_ cents per mile
- e. Other costs, wages, and rates- Please itemize

### **D. ABILITY TO RESPOND**

- 1.) Explain how your company can respond to NMHU's requests for quotes for urgent projects.
- 2.) Explain how your company can mobilize to commence operations once an award of a project is made.
- 3.) Explain how your company can manage multiple projects at the same time whether with NMHU and/or other owners.

- 4.) Explain how your company can perform an emergency or urgently required project.

## **E. TERM AWARD**

This RFP gives NMHU the opportunity to award multiple Offerors. This Contract shall be effective on the date this Contract is signed by duly authorized individuals from NMHU and Contractor. The Contract will be for one (1) calendar year from the effective date of the Contract. The Contract can be renewed if such renewal is mutually agreed to and found to be in the best interest of the NMHU. These renewals would be in one (1) year increments and is not to exceed seven (7) renewal years. The Contract shall not exceed eight (8) years including all renewals.

## **F. TERMS**

1. When NMHU desires quotes for a project the project manager will offer all Contractors of the applicable trade(s) an opportunity to review the Work specifications and site(s) in order to allow Contractors to submit a quote to NMHU. NMHU will make an award only when there are at least two (2) responsive quotes for the project. An award will be made to the lowest responsible bidder.
2. When a project, including contracts for all trades, exceeds sixty-thousand dollars (\$60,000) in total cost it will be subject to the Public Works Minimum Wage Act §13-4-10 to §13-4-17. Contractor is fully responsible for understanding and complying with the Act.
3. Prior to performing any Work under this RFP Contractor is to provide to NMHU a copy of their licenses and/or certifications required for their Work. Contractor is to obtain and maintain at his cost the all licenses and certifications held by him. Contractor is responsible for being informed of and familiar with all local, state and federal laws, rules and regulations.
4. Without limiting any liabilities or any other obligation of Consultant, Consultant shall purchase and maintain (and cause its subconsultants to purchase and maintain), in a company or companies lawfully authorized to do business in the state of New Mexico, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage as follows:
  - f. Contractor will be required to maintain at Contractor's cost, the minimum following insurance coverage for the duration of this Contract and shall provide a Certificate of Insurance, listing NMHU as additional insured with the following language: **"New Mexico Highlands University (NMHU) is recognized as additional insured for NMHU Request for Proposal Number 998"**
  - g. One hundred thousand dollars (\$100,000) in Worker's Compensation Insurance;
  - h. One million dollars (\$1,000,000) in Commercial General Liability Insurance, or the equivalent, per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, contractor's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU.";
  - i. Two hundred thousand dollars (\$200,000) in Business Automobile Liability Insurance, or the equivalent, per accident with respect to Consultant's vehicles

whether owned, hired, or non-owned, assigned to or used in the performance of any Services.

5. The Certificate of Insurance shall be in a format acceptable to NMHU. Such Certificates shall be filed with NMHU and shall also contain the following statements:

“The Regents of New Mexico Highlands University, New Mexico Highlands University, its agents, servants and employees are held as additional named insured.”

And

“The insurance coverage certified herein shall not be cancelled or materially changed except after the insurer endeavors to provide forty-five (45) days written notice to the Owner.”

Certificate of Insurance shall be forwarded to:

New Mexico Highlands University

Attn: Purchasing Department

P.O. Box 9000

Las Vegas, NM 87701

- a. The State of New Mexico, its departments, agencies, boards, and Commissions reserve the right to request and receive certificates of Insurance evidencing the required policies and endorsements within ten (10) Calendar days of the signing of this Contract.

6. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of Contract, upon which the State of New Mexico, its departments, agencies, boards and commissions may terminate this agreement in accordance with the provisions listed below or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of New Mexico, its departments, agencies, boards and commissions shall be repaid by Contractor upon demand, or the State of New Mexico, its departments, agencies, boards, and commissions.

## 7. **BONDS**

For construction contracts in excess of twenty-five thousand dollars (\$25,000) Contractor is responsible for providing the following bonds at Contractor's expense:

- 1.) Bid Security Bond of at least 5% of the total bid amount
- 2.) Performance Bond of 100% of the bid amount
- 3.) Payment and Materials Bond of 100% of the bid amount

The Bid Security Bond is due at the time of opening of the bids.

Performance and Payment & Materials Bonds are to be submitted to NMHU no later than ten (10) days after NMHU has issued a purchase order to Contractor

## 8. **SECURITY**

The Contractor shall be responsible for the control of keys issued by NMHU and the security of those areas provided for the Contractor's use. NMHU 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 NMHU. Contractor is not allowed to make copies of the keys issued to

Contractor. Immediately following completion of Work, Contractor must return all keys to the designated NMHU personnel.

**9. CUSTOMER AND GUEST RELATIONS**

The NMHU campuses regularly have staff, faculty, students and guests on its main campus, branches and sites. Contractor must ensure that its employees are aware that they are to perform Work in a professional manner at all times. If Contractor finds that an employee(s) are not performing Work in a professional manner they must be removed from the job site and are not to perform any additional Work until NMHU personnel have approved the return to Work. If NMHU finds one of Contractor's employees to not be performing Work in a professional manner NMHU will inform the superintendent or supervisor on the site to inform him of the situation. In this event Contractor is to remove its employee from the Work site until NMHU personnel approve the employee to return to Work.

**10. HOURS OF OPERATION**

The Contractor shall maintain operations only during the times pre-approved by NMHU personnel. Any deviations must be pre-approved by NMHU personnel.

**11. WARRANTIES**

Contractor is to specify in their bid the warranties offered for their Work and the timeframe for which such warranties are valid through.

**12. AUTHORIZED AGENT**

Contractor agrees that the performance of all Work required under the terms of this Contract is to be subject to the direction of NMHU or person designated by NMHU. Such person designated by NMHU shall be the authorized agent representative of NMHU. All information or direction desired or required by the Contractor for the performance of his Work and services hereunder shall be obtained from said authorized agent and representative.

**13. PERMITS**

All permits for all work for a project must be submitted and obtained by Contractor at their expense

a. Work cannot begin until one of the following is completed:

- 1.) A copy of the permit is provided to NMHU, or
- 2.) If CID issues a permit number to the Contractor. NMHU will not disburse the first or subsequent payments until a copy of the permit is submitted to NMHU.

**14. DISPOSAL**

Contractors will be solely responsible for the delivery, payment of and disposal of all materials from the Work site. Contractor is to dispose of all materials in compliances with local, state and federal laws, rules and regulations. It is the sole responsibility of the Contractor to understand and the laws, rules and regulations.

When Contractor disposes of materials from the project all receipts of the dumping are to be submitted to the project manager.

**G. INVOICING AND PAYMENTS**

1. Upon certification and acceptance of services, NMHU will issue initial payment within thirty (30) calendar days of agreed upon payment schedule. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked;
2. Reference the Purchase Order number on the Invoice; and
3. Invoices are to be sent to:

New Mexico Highlands University  
Attn: Accounts Payable  
P.O. Box 9000  
Las Vegas, NM 87701

**Section V Cost Response Form**

**Sample Below.**

Description	Type	Quantity	Cost per Item

Based on above requirements and any professional services needed for setup and execution of Program.

## SECTION VI EVALUATION COMPONENTS

This Section provides the evaluation components and total points for each component.

### 1. EVALUATION COMPONENTS

- A. Proposals will be scored based on the specifications outlined in Section IV Letters A-G
- B. The maximum number of points that may be awarded is one hundred (100) points, unless you meet the qualifications as a Resident Business or Resident Veteran Preference. (Attachments 4 and 5).

	CRITERIA	TOTAL POSSIBLE POINTS
<b>1</b>	Organizational Experience	25
<b>2</b>	Organizational Reference	25
<b>3</b>	Cost, Wages, Rates	30
4	Ability to Respond	20
	<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

#### **A. Organizational Experience (25 points)**

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of engagements cited, and the perceived validity of the response.

#### **B. Organizational References (25 points)**

Points will be awarded based on the evaluation of the references provided

#### **C. Cost, Wages, Rates (30 points)**

Points will be awarded based on the ability of the Offeror to provide clear and definable costs and cost of options.

#### **D. Ability to Respond (20 points)**

Points will be awarded based on the ability of the Offeror to commence, respond to, and manage projects.



## **2. RESIDENT BUSINESS OR RESIDENT VETERANS PREFERENCE**

**See Attachments 4 and 5.**

## **3. Evaluation Process**

**A.** All Offeror Proposals will be reviewed for compliance with the requirements and specifications stated with in the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

**B.** The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B. 6.

**C.** The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C. 18

**D.** Responsive Proposals will be evaluated on the factors in Section V, which have been assigned a point value. Responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to NMHU, taking into consideration the evaluation factors in Section VI, will be recommended for a Price Agreement. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**ATTACHMENT 1**

**ADDENDUM ACKNOWLEDGEMENT FORM**

**ADDENDUM ACKNOWLEDGEMENT**

In submitting this Bid, Bidder represents that he has examined copies of all addenda listed below and has incorporated them into his Bid:

**Addendum Number**

**Date**

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**ATTACHMENT 2- ACKNOWLEDGEMENT OF RECEIPT FORM**

**REQUEST FOR PROPOSAL 998**

On Call Professional Services

***ACKNOWLEDGEMENT OF RECEIPT FORM***

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with ATTACHMENT 7.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than December 12, 2016. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (circle one) intend to respond to this Request for Proposal.

Adam Bustos, Procurement Manger  
On Call Professional Services  
RFP 998  
New Mexico Highlands University  
Las Vegas, NM 87701

**ATTACHMENT 3**

**SUPPLIER CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**

**Conflict of Interest**

1. No employee or Regent of New Mexico Highlands University is to have a direct or indirect interest in the Bidder, Contractor or Vendor (hereinafter called "Contractor") or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Regent's interest is less than one percent [1%] of the Contractor);
2. Contractor is to not employ nor is negotiating to employ any NMHU employee or member of the NMHU Board of Regents;
3. Contractor is to have not participated directly or indirectly in the preparation of specifications upon which the Bid is made;
4. If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify Legislator(s):  
\_\_\_\_\_;
5. List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was a NMHU employee within the preceding twelve (12) month period. Name of employee and SSN:  
\_\_\_\_\_ ; and
6. In accordance with NMHU policy, an award cannot be made to a firm in which current or recent (last twelve [12] months) NMHU employees have a controlling interest.

**Debarment/Suspension Status**

1. The Contractor certifies that it 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 proposed debarment from any Agency; and
2. The Contractor agrees to provide immediate notice to the Director of the New Mexico Highlands University Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the Bid but prior to the award of the purchase order and/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 Contractor named below.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name Typed: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ City \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

## ATTACHMENT 4

### NEW MEXICO BUSINESS PREFERENCE FORM (if applicable)

Points will be awarded based on Proposers/Proposers ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

In addition, the attached certification form must accompany any RFP and any business wishing to receive a resident veteran's preference must complete and sign the form.

RFP's are to be evaluated on preference as follows:

In addition, to the total points on an RFP, a percentage of additional points must be added for preference award. For example; an RFP has a total value of 100 points. Five proposals are received; one from a resident business (five percent [5%] preference), one from a resident veterans business with an eight percent (8%) preference and three non-resident (no preference) businesses.

The two resident business preference businesses would receive five (5) points for a maximum of one-hundred and five (105) points and the resident veterans business preference would receive eight (8) points to their already evaluated score, making it possible for the highest score total of one-hundred and eight (108).

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty or 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 N.M.S.A. 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.

**NM RESIDENT PREFERENCE NUMBER OR RESIDENT VETERANS PREFERENCE NUMBER:**

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**Provide a copy of the Certificate with your Proposal**



## **ATTACHMENT 6**

### **NEW MEXICO HIGHLANDS UNIVERSITY REQUEST FOR PROPOSAL #998**

New Mexico Highlands University (“NMHU”) is soliciting proposals from qualified and experienced firms for selection as a provider(s) of Professional Services to assist NMHU on an on-call basis. The primary areas of consideration are for Offerors that provide the following Professional Services: Surveying, Environmental Impact Services, Appraisal Services, Emergency Response Plan Development Services, Fire, Health, and Safety Services, Project Management Services, and Engineering Services. The list is not all-inclusive, but should provide a general narrative of services requested.

All Proposals must be in NMHU’s Purchasing Department prior to 3:00 pm local time on Friday, January 13, 2017. Proposals received after that time will not be accepted.

All Proposals shall comply with the New Mexico Procurement Code, and all applicable federal, state and local laws.

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

RFP documents can be obtained by contacting Adam Bustos at [adambustos@nmhu.edu](mailto:adambustos@nmhu.edu) or 505-454-3053.

#### Informational

Advertised in the Las Vegas Daily Optic (local newspaper) on Sunday, December 4, 2016

Advertised in the Albuquerque Journal on Monday, December 5, 2016