

**NEW MEXICO HIGHLANDS UNIVERSITY
REQUEST FOR PROPOSALS # 18-002-8
FIRE AND LIFE SAFETY PROTECTION
SYSTEMS, GOODS, AND SERVICES**

New Mexico Highlands University is seeking offers from companies to provide cleaning, testing, equipment, and repair services for various fire and life safety protection systems for its buildings and infrastructure. The intent is to set up on-call contracts with well qualified companies licensed to perform services and provide equipment in their respective field of expertise.

Date Request for Proposals Issued: Monday July 10, 2017		Date Proposals Are Due: Prior to 2:00 pm on Tuesday, July 25, 2017	
NMHU Point-of-Contact: Adam Bustos, CPO Director of Purchasing	Phone Number: (505) 454-3053	Fax Number: (505) 454-3109	Email: adambustos@nmhu.edu

REQUEST FOR PROPOSAL INTRODUCTION

New Mexico Highlands University (hereinafter called “NMHU”) is seeking offers (hereinafter called “Proposal”) for cleaning, testing, and repair services for fire and life safety protection systems, goods, and services (hereinafter called “Services” or “Work”) requested in this Request for Proposals Number 18-002-8, its attachments and subsequent addenda (hereinafter called “RFP”).

Your company’s (hereinafter called “Proposer”) Proposal will be an offer to provide the Services set forth in this RFP. Proposers may submit an offer for one (1) or more type of Services specified in this RFP. The Service types are as follows: **A. Sprinkler, Fire Pump, and Riser Systems; B. Backflow Assemblies; C. Fire Alarm and Signaling Code Systems; D. Fire Extinguishers; E. Kitchen Exhaust Hoods; and F. Laboratory Ventilation Systems. G. Chemical Hood testing H. Access Control Systems I. Closed Circuit Monitoring Systems J. Training Classes**

The successful Proposer(s) (hereinafter called “Contractor”) will enter into an agreement (hereinafter called “Contract”) with NMHU.

NMHU may accept Proposals, in whole or in part that most closely meets all the criteria described herein, not simply for financial considerations. NMHU reserves the right to make an award to multiple Proposers. NMHU also reserves the right to cancel this RFP in whole or in part if it is in its best interest. For instructions and clarification of terms refer to **Section VI Additional Instructions, Terms, and Conditions.**

ACCEPTANCE OF TERMS AND CONDITIONS FORM

During the period of the bidding, your points of contact (hereinafter called “POC”) will be limited to Adam Bustos, Director of the Purchasing Department. Mr. Bustos has been designated as the contact person for this RFP. No prospective Proposer may contact any NMHU employee, officer, or member of the Board of Regents other than Mr. Bustos regarding this RFP through the date of the Contract. Any Proposer who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and Proposer’s offer may be rejected as a result. Questions regarding the RFP should be submitted in writing via email to the POC. Every effort will be made to respond to your questions within a timely manner. The question and response will be shared with all Proposers, with personal information removed to ensure anonymity.

Proposals submitted in response to this RFP shall represent a firm offer to contract on all the terms and conditions described within it. Each representation of fact and promise of future performance therein will be incorporated into the subsequent Contract as a warranty or covenant. By signing below, you are declaring that you are an authorized representative of your company and can and do agree to bind your company to all terms and conditions of this RFP, its Attachments, Addenda, and Proposer’s Proposal.

Authorized Representative Name	Title	Date
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Signature

Provide point of contact of Proposer:

Name	Title
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Mailing Address

Telephone Number	Fax Number
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Email Address

(Complete, sign and return this page with your Proposal)

**SECTION I
GENERAL INFORMATION**

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PROPOSAL SCHEDULE

ALL DATES AND TIMES ARE SUBJECT TO CHANGE

Issuance of RFP	July 10, 2017
Mandatory Site Visits (NMHU Main campus)	July 14, 2017
Last Day to Submit Requests for Clarification	Prior to 5 pm on July 18, 2017
Proposal Submittal Deadline	Prior to 2 pm on July 25, 2017
Evaluations of Proposals	Approximately 2 weeks
Notice to Proceed with Negotiations	Immediately following evaluation

SECTION II SCOPE OF SERVICES

2.1 BACKGROUND

NMHU is a state-funded institution of higher education primarily serving northeastern New Mexico. NMHU is in its 124th year with its main campus located in Las Vegas, New Mexico. It currently serves other communities within the state via distance education technologies. NMHU offers bachelors and masters degrees in programs such as social work, the sciences, education, business, the arts and many other fields of study.

NMHU is a state-funded institution of higher education primarily serving northeastern New Mexico. Its main campus is in Las Vegas with centers in Farmington, Roswell, Santa Fe, Rio Rancho, and Albuquerque. The main campus consists of approximately fifty (50) buildings. Of these buildings, eight (8) of them serve as housing facilities for students. The remainder of buildings are occupied by classrooms, science labs, offices, storage spaces, and athletic programs.

NMHU has an exclusive lease at the Rio Rancho Center. Contractor may consider providing their Services to this location. All other Centers will not be included in this RFP.

2.2 SCOPE OF SERVICES

NMHU seeks Services including, but not limited to: inspections, repairs, replacements, and additions to fire and health safety protection systems throughout the main campus and Rio Rancho Center.

The Services requested are vital to the safety and health of NMHU's students, faculty, staff, and guests and are to comply with all applicable federal and state laws and local ordinances, regulations and the rules of all authorities having jurisdiction over the Services provided and/or locations and facilities for which are Serviced by the Contractor. The Services have been given a high priority. To ensure fulfillment of this commitment and to maintain compliance, NMHU reserves the right to make an award to multiple Proposers for any category of Services.

This RFP separates out multiple categories of Services requested. They are listed below. Each category may require a specific license and/or certification to complete the Work. Proposer is to specify which category(s) of Services his company is capable and willing to perform. Proposer will not be penalized for limiting their offer to only one (1) or any number of the Services.

This RFP also requires the Contractor to offer Services required on an "Emergency" basis. A non-routine "Emergency" situation is, but not limited to, an immediate threat to the safety or health of any individual or for the preservation or protection of NMHU property. If at the time of the situation a technician is not on the premises Contractor is to offer "Emergency" Services during times outside of NMHU's regular business hours of

Monday through Friday, 8 am to 5 pm and on holidays. NMHU observes most nationally recognized holidays.

Contractor is to ensure that a technician is at the site of the “Emergency” situation within twenty-four (24) hours of the request.

2.3 APPLICATION

It must be noted that this RFP is intended to serve as a quick-reference guide only and is not intended to be all-inclusive. It is incumbent upon the Proposer to have access to, understand, and comply with all current National Fire Protection Association (hereinafter called “NFPA”) codes and standards books; the current International Fire Code 2015 Edition (hereinafter called “IFC”) codes and standards book; the American National Standard for Laboratory Ventilation (hereinafter called “ANSI”); the American Industrial Hygiene Association (hereinafter called “AIHA”); and any other relevant local, State and Federal codes, statutes, regulations, and laws to perform their Services.

If an Edition of a codes and standards book is superseded with a newer Edition in subsequent years the Contractor is to have access to and is to comply with the newer Edition.

Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract documents.

2.4 CATEGORIES OF SERVICE

Types of services typically required for all of the categories consists of the inspection, repair, reporting, and replacing of components of the systems and equipment and any additional related Services. In your Proposal at the top of each fee schedule list the category of Services being proposed.

CATEGORY

A. Sprinkler, Fire Pump, and Riser Systems

The Contractor is to have access to, become familiar with and comply with all of the requirements found in the NFPA codes and standards book number, NFPA 25: Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems, 2014 Edition (hereinafter called “NFPA 25”) or the most recently published NFPA 25; and the IFC, 2015 edition or the most recently published edition.

B. Backflow Assemblies

The Contractor is to have access to, become familiar with and comply with all of the requirements found in the NFPA codes and standards book number, NFPA 25 or the most recently published NFPA 25; and the IFC, 2015 edition or the most recently published edition.

For a listing of Buildings with a Backflow Preventer(s) refer to Attachment 5.

C. Fire Alarm and Signaling Code Systems

The Contractor is to have access to, become familiar with and comply with all of the requirements found in the NFPA and standards book number, NFPA 72: National Fire Alarm and Signaling Code, 2013 Edition (hereinafter called “NFPA 72”) or the most recently published NFPA 72; and the NFPA 70: National Electrical Code, 2014 Edition (hereinafter called “NFPA 70”) or the most recently published NFPA 70; and the IFC, 2015 edition or the most recently published edition.

D. Fire Extinguishers

Six-hundred plus (600+) various types on the main campus and several at the Rio Rancho Center.

The Contractor is to have access to, become familiar with and comply with all of the requirements found in the NFPA codes and standards book number, NFPA 10: Standard for Portable Fire Extinguishers, 2013 Edition (hereinafter called “NFPA 10”) or the most recently published NFPA 10; and the IFC, 2015 edition or the most recently published edition.

In your Proposal provide a cost schedule to include cost per type of extinguisher (examples: recharge of ABC per pound, recharge Co2 per pound, recharge Purple-K fire extinguisher per pound, inspection of new ABC fire extinguisher 5 lbs., inspection of new ABC fire extinguisher 10 lbs, etc.)

NMHU currently maintains the following types of fire extinguishers:

Weight: 2.5lbs, 5lbs, 10lbs, 15lbs, 20lbs, and 30lbs.

Class: ABC, D, & K.

Brands: Amerex, American LeFrance, Buckeye, First Alert, and Kiddie, or equal.

All fire extinguishers serviced by the successful Proposer must have at a minimum, a six (6) year on-site maintenance warranty and a twelve (12) year hydraulic test warranty at the successful Proposer’s facility or by other means.

E. Kitchen Exhaust Hoods

The Contractor is to have access to, become familiar with and comply with all of the requirements found in the NFPA codes and standards book number, NFPA 96: Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, 2014 Edition (hereinafter called “NFPA 96”) or the most recently published NFPA 96; and the IFC, 2015 edition or the most recently published edition.

F. Laboratory Ventilation Systems

The Contractor is to have access to, become familiar with and comply with all of the requirements for NMHU's laboratory ventilation systems. The Contractor is to comply with the applicable standards and/or others not listed.

1. ANSI;
2. AIHA; and
3. NFPA 45.

Other categories of services. Please comply with all applicable state and federal rules and regulations.

G. Chemical Hood Testing

H. Access Control Systems

I. Closed Circuit Monitoring Systems

J. Training Classes Available

2.5 SITE VISIT

- A. NMHU will offer prospective Proposers an opportunity for one (1) site visit. Site visits are mandatory;
- B. At the site visit prospective Proposers may view the systems and buildings and may ask questions. If NMHU personnel are unable to provide responses to any of the questions, responses will be provided on a later date in the form of an addendum;

2.6 BUSINESS PROPOSAL REQUIRED INFORMATION

Within your Proposal provide the following information at a minimum:

- A. State the full name and home office address of your company. If the office that will service NMHU is located at a different address than the home office, provide the complete address, phone number, and facsimile number for this office as well;
- B. Identify your key staff who will be performing the Services. Provide copies of their licenses and/or certifications;
- C. Describe your company's internal organization, management structure, and the manner in which Services will be furnished to NMHU;
- D. Number of years your company has been in business providing the requested Services (minimum of five [5] years of experience required);
- E. Your company's history of offering the Services to State of New Mexico funded institutions (example: universities, school districts, state agencies, etc.);
- F. Your company's history of offering the Services to NMHU, if applicable;
- G. Names and addresses of current and past accounts (companies and other entities). You may limit the past accounts to those you have serviced within the past three (3) years;
- H. Provide the contact names and telephone numbers of five (5) clients as references (preferably with educational institutions in New Mexico). NMHU reserves the right to contact any of the individuals provided as references;

- I. Provide a list of equipment (and a brief description is optional) that your company generally utilizes during performance of its Services;
- J. Specify any exclusions and limitations to the Services you propose;
- K. If a Proposer is unable to perform the Services at any of the NMHU centers he may still submit a Proposal for the remaining locations. Within your Proposal specify the locations you are capable and willing to service (Las Vegas-main campus and Rio Rancho Center); and
- L. Any other relevant information.

2.7 COST PROPOSAL

- A. Within your Proposal include a fee schedule(s) to include the following at a minimum:
 - 1. **Fixed Fee**
 - a. Total cost to perform the Services in the Category your company is proposing to provide;
 - b. These costs are to include all labor, use of equipment by Contractor, travel, per diem, overhead, profit, and any other expense related to the performance of the Service; and
 - c. Include separate costs for each type of Service within the Category (examples: cost for quarterly riser inspection and maintenance, cost for annual fire sprinkler inspection and maintenance, etc.);
 - 2. **Cost Schedules**

For Services not covered by a fixed fee. These schedules are for Services to be rendered on an hourly basis and on an as-needed basis. For these labor hour rates make sure to include overhead, profit, and all other costs.

 - a. Hourly rate schedule of technicians and other staff to perform the Services; and
 - b. Hourly rate schedule of technicians and other staff to perform “Emergency” Services.
 - 3. **Other Costs**
 - a. Explanation of how Contractor-provided materials are billed (example: parts purchased by Contractor to install for NMHU).
 - b. Discount from MSRP offered to NMHU for equipment.
 - 4. **Gross Receipts Taxes**
 - a. Do not include the gross receipts taxes in the schedules you include in your Proposal; and
 - b. Gross receipts taxes are to be calculated following the performance of the Services and are to be included as a separate line-item in Contractor’s invoice to NMHU.

SECTION III GENERAL TERMS AND CONDITIONS

3.1 REQUIRED AND INFORMATIONAL FORMS

- A. The following are to be completed and submitted with your Proposal:
 - 1. Completed RFP Conditions Form (page 2);
 - 2. Addendum(s) Acknowledgement Form (Attachment 1);
 - 3. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
 - 4. New Mexico Business Preference Form (Attachment 3), if applicable;
 - 5. Resident Veterans Preference Certification Form (Attachment 4), if applicable;
 - 6. Proposal, including pricing schedule; and
 - 7. Any additional relevant information.
- B. Informational documents incorporated into the RFP (DO NOT SUBMIT THESE DOCUMENTS WITH YOUR PROPOSAL):
 - 1. Advertisement (Attachment 5); and

3.2 PERIOD OF PERFORMANCE

The initial term for each Contract will be for one (1) year. Contracts may be extended if such renewal is mutually agreed to and found to be in the best interest of NMHU. These renewals would be in one (1) year increments and are not to exceed seven (7) renewal years. Contracts shall not exceed eight (8) years including all renewals. Renewals must be mutually agreed upon and made in writing.

3.3 LICENSED TO DO BUSINESS IN NEW MEXICO

- A. The Proposer is to be a duly licensed, authorized, or approved in the State of New Mexico to provide the Services required of this RFP;
- B. With your Proposal provide a copy of your business license, professional certifications or other credentials to verify that your company is in good standing and qualified to conduct business in providing the required Services in New Mexico;
- C. The Contractor shall understand and comply with all applicable local, state, and federal laws, regulations, and ordinances. Noncompliance or a misunderstanding of the laws, regulations, or ordinances by the Contractor does not waive his responsibilities required of this RFP and the Contract. In such a case, the Contractor will be responsible for all costs associated with repairs, demolition, and testing for his noncompliance or misunderstanding; and
- D. The Proposer is to have no prior history of corrective action with the State of New Mexico's Fire Marshal's Office or any other governing body with authority for the oversight of the types of Services offered by the Proposer.

3.4 CONTRACTOR MINIMUM WORK PERFORMANCE PERCENTAGE

Contractor shall perform with his own company the Services amounting to not less than seventy-five percent (75%) of the original total dollar value of each project/servicing.

Exceptions may be made to this requirement, however prior written approval must be obtained by NMHU.

3.5 REPORTING

- A. Records shall be maintained for all Work completed. Records shall be completed in accordance with all applicable NFPA, IFC, and/or Federal, State, or local laws, regulations and ordinances.
- B. Reports are to be provided to NMHU. The reports are to be prepared legibly and are to include signatures of the technician performing the service and signature of acceptance obtained by NMHU personnel from the Environmental Health and Safety Department. Unsigned reports will not be accepted and will result in non-payment or late payment until a completed and signed report is submitted and accepted by NMHU.

SECTION IV QUALIFICATION OF EVALUATION COMPONENTS

All Proposals will be individually evaluated, scored, and ranked by an Evaluation Committee appointed by NMHU. This Section provides the evaluation components and total points possible for each component.

4.1 QUALIFICATION COMPONENTS

- A. Proposals will be scored based on the following criterion provided in this Section.
- B. The maximum number of points that may be awarded is one-hundred (100) points.

		Total Possible Points
1.	Demonstrated Ability to Perform Services	30
2.	Experience Performing Comparable work with other state agencies similar in size and scope to NMHU	30
3.	Availability of Personnel to Respond to Regularly Scheduled Servicing and Emergency Service Calls	20
4.	Cost, Fees, and Discounted Products and Services	20

TOTAL POSSIBLE POINTS 100

SECTION V SUBMITTAL PROCEDURES

5.1 NUMBER OF PROPOSALS

- A. Number of Copies of Proposal to be submitted:
1. Proposer may submit (1) original and four (4) complete printed hardcopies of their Proposal.
- OR**
2. Proposer may submit one original (1) complete printed hardcopy of their Proposal if he also submits the same Proposal documents on one (1) flash drive. NMHU can forward electronic copies to members of the Evaluation Committee.
- B. At least one (1) of the Proposals must have original signatures from an authorized representative on all required forms.

5.2 SIZE OF PROPOSAL

The Proposal is not to exceed twenty (20) printed pages. The following will not count towards this limit:

- A. Attachments to this RFP;
- B. Acceptance of Terms and Conditions Form (page 2 of this RFP);
- C. Subsequent addenda;
- D. Proof of insurance;
- E. Cover sheet;
- F. Table of contents;
- G. Section dividers; and
- H. Full-page graphic documents.

5.3 COSTS INCURRED

Any cost incurred by the Proposer in preparation, delivery, presentation of any Proposal or material submitted in response to this RFP shall be borne solely on the Proposer.

5.4 DELIVERY INSTRUCTIONS

- A. **Instructions**
1. Proposals must be received in the Purchasing Department office (903 University Avenue) by the due date and time as listed on page one (1) of this RFP. If a Proposal is late NMHU will not consider it regardless of any postmarked date.
 2. All Proposals must be submitted in a SEALED envelope. Please write on the outer sealed envelope the following:

**"SEALED PROPOSAL #18-002-8 to be opened on
July 25th, 2017 Prior to 2:00 PM"**

3. Failure to mark the sealed envelope may result in the Proposal being opened early and/or the Proposal may be declared non-responsive.

4. NMHU is not responsible for Proposals lost during delivery. A Proposal may be accepted if received in a manner listed below and not delivered to the Purchasing Department office prior to the opening only when the error was made by NMHU personnel. NMHU will make this determination.
5. Faxed and emailed Proposals will not be accepted.

B. DELIVERY MAY BE MADE AS FOLLOWS:

1. **If via hand delivery:**
New Mexico Highlands University
Attn: Purchasing Department-RFP #18-002-8
903 University Avenue
Las Vegas, NM 87701
2. **If via United States Postal Service:**
New Mexico Highlands University
Attn: Purchasing Department-RFP #18-002-8
P.O. Box 9000
Las Vegas, NM 87701
3. **If via FedEx, United Parcel Service, or any other carrier:**
New Mexico Highlands University
Attn: Purchasing Department-RFP #18-002-8
1005 Diamond Avenue
Las Vegas, NM 87701

SECTION VI ADDITIONAL INSTRUCTIONS, TERMS AND CONDITIONS

6.1 DEFINITIONS AND TERMS

- A. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the RFP. Plural: addenda.
- B. **Determination:** means the written documentation of a decision of the Purchasing 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 N.M.S.A. 1978).
- C. **Proposer:** any person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, or other legal or commercial entity (§13-1-70.1 N.M.S.A. 1978), which chooses to submit a Proposal.
- D. **Purchasing Officer:** means the person or designee authorized by NMHU to enter into or administer contracts and make written determinations (§13-1-75 N.M.S.A. 1978).
- E. **Request For Proposals (“RFP”):** means all documents, including those attached or incorporated by reference, used for soliciting proposals (§13-1-81 N.M.S.A. 1978).
- F. **Responsible Proposer:** means a 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 RFP (§13-1-83 N.M.S.A. 1978).
- G. **Responsive Proposal:** means a Proposal which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to; price, quality, quantity, or delivery requirements (§13-1-85 N.M.S.A. 1978).
- H. 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 Proposer’s Proposal.
- I. The terms can, may, should, preferably, or prefers identify a desirable or discretionary item or factor.

6.2 RFP DOCUMENTS

A. COPIES OF RFPS

1. A complete set of the RFP may be obtained from the NMHU Purchasing Office in a manner as described in the RFP Advertisement (Attachment 5).
2. A complete set of the RFP shall be used in preparing Proposals; NMHU assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP. NMHU personnel will make a good faith effort to provide prospective Proposers with RFP documents.
3. A copy of the RFP shall be made available for public inspection at the Purchasing Office of NMHU.

B. INTERPRETATIONS

1. All requests of clarification about the meaning or intent of the RFP shall be submitted in writing and to the POC listed on page 1 of this document. The date listed as the deadline for submitting questions is the date of receipt. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
2. Proposers should promptly notify NMHU of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.

C. ADDENDA

1. Addenda will be distributed by mail, by facsimile, or email to all whom are known by NMHU to have received a complete set of the RFP.
2. Copies of Addenda will be made available for inspection wherever the RFP is on file for that purpose.
3. No Addenda will be issued later than four (4) days prior to the date for receipt of Proposals, except Addenda withdrawing the RFP or one which includes postponement of the date for receipt of Proposals.
4. Each Proposer shall ascertain, prior to submitting the Proposal, that the Proposer has received all Addenda issued, and shall acknowledge their receipt on the Addendum Acknowledgment Form (Attachment 1).
5. If the prospective Proposer does not receive an addenda, regardless of who is at fault and the method of fault, NMHU will not be held liable for a non-Award, unless it is proven that NMHU personnel performed gross negligence with their handling of the RFP process.

6.3 PROPOSAL SUBMITTAL PROCEDURES

A. CORRECTION OR WITHDRAWAL OF PROPOSALS

1. A Proposal containing a mistake discovered before Proposal opening may be modified or withdrawn by a Proposer prior to the date and time set for Proposal opening by delivering written or electronic notice date and time designated for the receipt of Proposals, provided they are then fully in conformance with the RFP.

B. REJECTION OR CANCELLATION OF PROPOSALS

A rejection or cancellation of this RFP may be made in accordance with §13-1-131 N.M.S.A. 1978.

6.4 CONSIDERATION OF PROPOSALS

A. RECEIPT, OPENING AND RECORDING

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.
2. A Bid Tabulation Form will be completed by an NMHU employee present at the opening. This Form will include at a minimum, Proposer's name & address, a list of documents provided and additional notes if necessary. The listing of a Proposal on this Form is not an indication as to whether the Proposal/Proposer is considered to be Responsive or Responsible.
3. The contents of any Proposal shall not be disclosed so as to be available to competing Proposers during the negotiation process.

B. WITHDRAWAL OF PROPOSAL

1. Proposals may be withdrawn prior to the opening of the Proposals upon written request by Proposer.
2. Following the opening, Proposals must remain valid and binding for a minimum of ninety (90) calendar days.

C. PROPOSAL EVALUATION

1. Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of Services 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:
 - a. acceptable, or
 - b. potentially acceptable, that is, reasonably assured of being made acceptable, or
 - c. unacceptable (Proposer whose Proposal is unacceptable shall be notified promptly).
2. NMHU will determine which Proposals/Proposers are considered to be Responsive and which are Responsible.
3. NMHU shall have the right to waive technical irregularities in the form of the Proposal of the Proposer, which do not alter the price, quality, or quantity of the Services (§13-1-132 N.M.S.A. 1978).
4. The Evaluation Committee (hereinafter called “Committee”) will consist of at least three (3) NMHU staff members. They will individually review and score each Proposal based on the evaluation components.
5. If a Proposer who otherwise would have been issued an Award of a Contract, is found not to be a Responsible Proposer, a determination that the Proposer is not a Responsible Proposer, setting forth the basis of the finding, shall be prepared by the Purchasing Officer. The unreasonable failure of the Proposer to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Proposer is not a Responsible Proposer (§13-1-133 N.M.S.A. 1978).
6. The selection process of Proposals will be performed by a Committee composed of representatives selected by NMHU.
7. The Committee shall evaluate Proposal documents, including statements of qualifications and performance data submitted by Proposers in regard to the particular request.
8. The Committee will select and rank in order of their qualifications which Proposers are most qualified to perform the required Services. The Committee may choose to have the finalist(s) make an oral presentation to the Committee. The Committee will determine the schedule for the oral presentations. All costs incurred by Proposer for the oral presentations will be borne on Proposer.
9. NMHU reserves the right to award to multiple proposers and/or award to proposers that they feel provide the services that are in the best interest of the University, regardless of scoring or ranking.

D. NEGOTIATIONS

Proposers submitting Proposals may be afforded an opportunity for discussion and revision of Proposals. Revisions may be permitted after submissions of Proposals and prior to Award of a Contract for the purpose of obtaining best and final offers. Negotiations may be conducted with Responsible Proposers who submit Proposals found to be reasonably likely to be selected for Award of a Contract (§13-1-115 N.M.S.A. 1978).

6.5 RECOMMENDED CHANGES TO TERMS AND CONDITIONS OF RFP AND CONTRACT

If Contractor proposes changes, deletions or additions to the terms and conditions of the resultant Contract NMHU will consider them and may choose to incorporate them if it is in its best interest. Such approved changes must be referenced in the resultant Contract.

6.6 NOTICE OF AWARD

After Award of a Contract by NMHU, a written Notice of Award shall be issued by NMHU with reasonable promptness. Unsuccessful Proposers will be notified of the results of the RFP.

6.7 POST-PROPOSAL INFORMATION-PROTESTS

Proposers wishing to submit a protest must do so in writing within fifteen (15) calendar days after knowledge of the facts or occurrences and shall be in accordance with §13-1-172 through §13-1-176 N.M.S.A. 1978. A protest must be provided in writing and to the POC listed on page 1 of this document.

6.8 PROPOSER'S REPRESENTATIONS

Failure to provide all information, inaccuracies or misstatements may be sufficient cause for rejection of the Proposal or rescission of a Contract with NMHU assuming no liability for fault of the Proposer/Contractor.

6.9 GOVERNING LAW

This RFP and the resultant Contract will be interpreted and governed by the Laws of the State of New Mexico.

6.10 ADDITIONS TO CONTRACT

NMHU and Contractor may incorporate additional services into the resultant Contract if those services are substantially similar to those included in this RFP. The additions to the Contract are to be mutually agreed upon and must be in writing.

6.11 NON-EMPLOYMENT OF EMPLOYEES

- A. No employee of NMHU whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with NMHU within twelve (12) months of termination of employment with NMHU.
- B. Contractor represents that no person or selling agency has been employed or retained by Contractor to solicit or secure this Contract upon an agreement for a commission, percentage, brokerage, or contingent fee, except bona fide employees

or bona fide commercial or selling agencies maintained by Contractor for the purpose of securing business. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any NMHU employee from Contractor is prohibited and shall be promptly reported to NMHU.

6.12 INSURANCE REQUIREMENTS

- A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain (and cause its Subcontractors 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:
 - 1. Commercial General Liability Insurance with not less than \$1,000,000 combined single limit of liability for bodily injury and property damage for each occurrence. The policy shall include coverage for:
 - a. Bodily Injury;
 - b. Broad Form Property Damage;
 - c. Independent Contractors Coverage;
 - d. Personal Injury;
 - e. Blanket Contractual Liability;
 - f. Error’s and Omissions
 - 2. Workers’ Compensation and Employer’s Liability Insurance covering each employee engaged in the performance of the work under this Contract, with a limit of liability in accordance with applicable law in the case of Workers’ Compensation Insurance, and with the following limits of liability in the case of Employer’s Liability Insurance:

Bodily injury by accident	\$100,000 each accident
Bodily injury by disease	\$500,000 policy limit
Bodily injury by disease	\$100,000 each employee
 - 3. Comprehensive Motor Vehicle Liability Insurance (if Contractor plans to utilize motorized automobiles for providing its food services) covering all owned, non-owned, and hired vehicles used in connection with the activities undertaken under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than \$500,000 per occurrence.
 - 4. Umbrella liability coverage of \$5,000,000 per occurrence.
 - 5. Errors and Omissions coverage of \$1,000,000 per occurrence.
- B. The Contractor shall furnish the NMHU one (1) copy each of Certificates of Insurance herein required for each copy of the Agreement, showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the NMHU copies of limits. The Certificate of Insurance shall be in a format acceptable to the NMHU. Such certificates shall be filed with the 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.”

- C. The Certificate of Insurance shall be forwarded to:
New Mexico Highlands University
Attn: Purchasing Department
P.O. Box 9000
Las Vegas, NM 87701
- D. 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 Contract signature.
- E. 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 Contract in accordance with the provisions of this RFP and the resultant Contract, 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 the Contractor upon demand, or the State of New Mexico, its departments, agencies, boards and commissions may offset the cost of the premiums against any monies due to the Contractor. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the State of New Mexico, its departments, agencies, boards and commissions. Contractor, NMHU, and their insurer(s) shall waive their rights of recovery against the one another and their employees and officers and, with respect to the Contractor, the State of New Mexico, its departments, agencies, boards, and commissions.

6.13 STATE PROCUREMENT CODES AND STATUTES

- A. The Proposer/Contractor is hereby put on notice that the State of New Mexico Procurement Code, Sections §13-1-28 through §13-1-199 N.M.S.A. 1978, imposes civil and criminal penalties for its violation; and
- B. The State of New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

ATTACHMENT 1

ADDENDUM ACKNOWLEDGEMENT FORM

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

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT 2

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

Conflict of Interest

1. No employee or Regent of NMHU has a direct or indirect interest in the Proposer 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 neither employs nor is negotiating to employ any NMHU employee or member of the NMHU Board of Regents;
3. Contractor did not participate directly or indirectly in the preparation of specifications upon which the Proposal 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:
_____ ; 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 an NMHU Purchasing Officer in the event of being suspended, debarred, or declared ineligible by any State of New Mexico department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the Proposal 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 Contractor named below.

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City _____

Address: _____ State: _____ Zip _____

ATTACHMENT 3

NEW MEXICO BUSINESS PREFERENCE FORM (if applicable)

Points will be awarded based on the 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, ten percent (10%) must be added for preference award. For example; an RFP has a total value of one-thousand (1,000) points. Five proposals are received; one from a resident business, one from a resident veterans business with an 8% preference and three non-resident businesses.

The two preference businesses would receive fifty (50) points (Resident Business Preference) and eighty (80) points (Resident Veterans Business Preference) to their already evaluated score, making it possible for the highest score total of one-thousand and fifty (1,050) and one-thousand and eighty (1,080), respectively.

"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 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."

By listing a resident business preference or resident veteran business preference number below, 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 (if applicable):

Attachment 5

**NEW MEXICO HIGHLANDS UNIVERSITY
FIRE AND LIFE SAFETY PROTECTION
SYSTEMS, GOODS, AND SERVICES
REQUEST FOR PROPOSAL 18-002-8
NIGP CODE(s): 340,910,936**

New Mexico Highlands University (“NMHU”) will accept proposals for its **FIRE AND LIFE SAFETY PROTECTION SYSTEMS, GOODS, AND SERVICES** Proposal Number 18-002-8 (“RFP”).

Prospective proposers shall attend a mandatory site visit to be held on Friday, July 14th, 2017. Refer to RFP packet for details.

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) calendar 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

All proposals must be in NMHU’s Purchasing Department prior to 2:00 pm local time on July 25th, 2017. Proposals received after that time will not be accepted. Proposals will not be opened publicly.

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