

NEW MEXICO HIGHLANDS UNIVERSITY  
REQUEST FOR PROPOSAL 21-001-4

REAL PROPERTY SERVICES  
NIGP Code 91889

**ATTN: You can register online and submit response at:**

<http://www.nmhu.edu/purchasing-department/purchasing-department-information-for-vendors/> .

Please click on “NMHU Bids” and follow instructions.

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## I. INTRODUCTION

### A. PURPOSE

New Mexico Highlands University is soliciting proposals from experienced, industry leading firms, and/or consultants to provide Real Property Services for the next 48 months, pending renewal every 12 month, on an as-needed basis. The Offeror(s) selected will assist the University on an on-call basis for various real property projects.

### B. BACKGROUND INFORMATION

At New Mexico Highlands University, we make a difference. As a small institution with a family-like feel, all of our faculty and staff are directly involved in the success of our students. We believe in:

- Empowering our employees and providing opportunities for career growth,
- Cultivating a strong, diverse community,
- Changing the world, one student at a time.

#### About NMHU

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. For accreditation information, [click here](#).

### C. SCOPE OF PROCUREMENT

**SCOPE OF WORK:** The contractor shall provide all resources necessary to accomplish the deliverables described in this Performance Work Statement (PWS). The services will be ordered via Task Order and will be on an on-call, and as needed/recurring basis. The work in this PWS includes NMHU facilities at Satellite Campus locations. The contractor shall be responsible for the following (detail provided at Table 1 of this PWS):

- a. Land Surveys;
- b. Real Property Surveys;
- c. Appraisals;
- d. Assessments;
- e. Advisement;
- e. Option Tasks; and
- f. Documents/Deliverables.

This scope requires the preparation of documents in the conduct of evaluating/assessing real property as directed by the University for use, investment, sale, or purchase. This scope may also

involve the planning and execution of a historic reuse. This information is necessary to inform University decision-making with regard to scoping real property management that will best support students and taxpayers.

**BACKGROUND:** The NMHU Business Office Real Property Management (RPM) process is a basis for the University's current and out-year capital budget requests. The RPM process includes development of Future-Year Action plans and budget year business cases to close performance gaps (space, utilization, facility condition, access, ownership, life cycle etc.) and enhance delivery of services to the University population.

The University has an increasing inventory of aging and obsolete facilities. In an effort to build upon past capital planning efforts, and to address the problem of aging infrastructure in diminishing conditions, lack of infrastructure in some locations and unused infrastructure in others, the University has embarked on the RPM process. RPM is a significant and critical initiative that will enable the University better adapt to changes in the environment, demographics, capabilities, and education delivery. The RPM process is designed to scrutinize and consider all influencing factors for sound decisions in real property needs of the University. The deliverables under this contract support NMHU's Budget Request Submissions to the New Mexico Finance Authority.

This scope of work is for assistance to NMHU in the preparation of a Strategic and Administrative Assessment to be used by for decision in real property management. NMHU personnel will be accessible for assistance/input as required and requested by the Contractor.

Deliverables will be as specified in Attachment 7, "Tasks and Deliverables" to this solicitation.

#### D. PROCUREMENT MANAGER/Purchasing Director

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:

- a. If via delivery in person:  
 New Mexico Highlands University  
 Attn: Purchasing Department-RFP 21-001-4  
 903 University Avenue  
 Las Vegas, NM 87701
- b. If via United States Postal Service:  
 New Mexico Highlands University  
 Attn: Purchasing Department-RFP 21-001-4

P.O. Box 9000  
Las Vegas, NM 87701

- c. If via FedEx, United Parcel Service, or other carrier:  
New Mexico Highlands University  
Attn: Purchasing Department-RFP 21-001-4  
1005 Diamond Avenue  
Las Vegas, NM 87701
- d. If electronic, register online and submit at  
<http://www.nmhu.edu/purchasing-department/purchasing-department-information-for-vendors/> . Please click on “NMHU Bids” and follow instructions.

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/burdened 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, also referred to as 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/Purchasing Director:** 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	6/17/2020
2. Deadline to Submit Written Questions	On or Before 5:00pm 7/3/2020
3. Response to Written Questions	On or Before 7/7/2020
4. Submission of Proposal Deadline	Prior to 3:00PM on 7/10/2020
5. Receipt, Opening and Recording	Immediately After
6. Proposal Evaluation	Approximately Two Weeks
7. Best and Final Offers (Optional)	After Evaluations
8. Finalize Award(s)	On or Before 7/31/2020
9. Award(s)	On or Before 7/31/2020
10. Protest Deadline (Subject to Award)	8/15/2020
Projected date of Award	8/15/2020

## **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 6/17/2020.

### **2. 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, July 3, 2020 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager declared in Section I, Paragraph D.

### **3. 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.

### **4. 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, July 10, 2020. Proposals received after the deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

If not using electronic bid portal, 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 ***Real Property Services*** 21-001-4 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.

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

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

- a. 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.



- b. 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, as well as any addenda to the RFP. Vendors shall acknowledge all amendments/addenda to this Request for Proposals by identifying the amendment/addendum number and date in the space provided on Attachment 1-Acknowledgement of Receipt Form.

### **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. Availability of 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 of New Mexico.

**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:

- a. are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or LPB;
- b. 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;
- c. 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.
- d. 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
  - 1) 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.

2) 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.

- e. 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.
- f. 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.

## **30. Use by Other Agencies**

Any resultant Price Agreement may be made available for use by other Institutions of Higher Education and Central Purchasing Offices within the State of New Mexico, or any other agency that meets the definition of an "external procurement unit" under state statute. An



Awardee of an Indefinite Quantity Price Agreement established with NMHU has the opportunity to market the resultant Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts." Any purchases and transactions that take place under this allowance shall be between the Awardee and the respective Agency and in no way shall be the responsibility of NMHU. Any institution of higher education and central purchasing office within the state of New Mexico other than New Mexico Highlands University utilizing this price Agreement will be required to administer its own contract documents.

#### **D. PROPOSAL SUBMISSION REQUIREMENTS.**

Offerors shall submit five (5) paper sets of Volume I, Volume II and Volume III. The following are the Submission Requirements for this Requirement. Offeror shall also submit one electronic copy of all three volumes.

##### 1. TECHNICAL FACTOR (Volume I): 50 points

a. Subfactor A. Offeror shall address its methodology in conducting (1) land surveys, and (2) real property surveys, to include its proposed labor. The methodology, should at the minimum, address the process from receipt of the Task Order to delivery of the final land survey and real property survey. Page limitation is five pages for each of the three deliverable, single-spaced, no less than 11 font.

b. Subfactor B. Offeror shall demonstrate its practices to be used in making appraisals, assessments, and advisements as required by the PWS, to include its proposed labor. Page limitation is five pages, single-spaced, no less than 11 font for each of the two deliverables.

c. Subfactor C. Task 1. Offeror shall address its methodology in Surveying **nm** residential lots owned by the University adjacent to the Gene Torres Golf Course. Deliverables are a Land Survey and a Real Property Survey for each lot. Period of Performance will be 45 calendar days from date of Task Order Award. Offeror shall submit its price, by labor category in the accomplishment of this task. This Subfactor has no page limitation.

##### 2. PAST PERFORMANCE FACTOR (Volume II). 30 points

Offeror shall demonstrate past contracts that call for work similar to the Tasks and Subtasks outline in Table 1 of the PWS. Offeror shall provide a minimum of three (3) and up to five (5) completed project references. Offeror shall provide the Project Name, Project Manager, Address, Telephone Number, email address, value of the project, period of performance and narrative of the work performed, challenges, and delivered product, to include original award price and completed award price. Each project reference is limited to two pages, single-spaced, no less than 11 font.

##### 3. PRICE FACTOR (Volume III). 20 points

Offeror's quote shall include their proposed all labor categories, and each element of its burdened rates that will be used in the performance of the work detailed in the PWS. Offeror shall quote burdened rates for every 12-month period of the proposed contract. Offeror's

shall identify other direct costs that are necessary in the performance of this contract (i.e. Travel, etcetera). The University will estimate the labor hour quantities, and dollar amounts for the direct costs in determine the basic contract award. There is no page limitation for this factor.

## 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 three (3) renewal years. The Contract shall not exceed four (4) years including all renewals.

## F. TERMS

1. When NMHU desires quotes for a project the project manager will offer all Contractors opportunity to review the Work specifications and site(s) in order to allow Contractors to submit a quote to NMHU. An award will be made to the lowest responsible bidder. This does not limit the project manager to source a project without obtaining quotes from more than one contractor when he feels it is in the best interest of the University to do so.
2. If applicable, 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:
  - a. 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 21-001-4**
  - b. One hundred thousand dollars (\$100,000) in Worker's Compensation Insurance;

- c. 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.";
- d. 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 (Construction Only)**

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

- a) Bid Security Bond of at least 5% of the total bid amount
- b) Performance Bond of 100% of the bid amount
- c) 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

University may reduce the bid amount to 50% of the contract price if they determine it is in the best interest of the University.

## **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.

## **H. 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 III Cost Response Form

**Sample Below.**

Description	Type	Quantity	Cost per Hour

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

## SECTION IV EVALUATION COMPONENTS

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

**PROPOSAL EVALUATION.** The Evaluation Factors Importance and Method of Evaluation is as follows:

**FACTOR IMPORTANCE.** Evaluation factor order of importance is as follows. The Technical Factor is significantly more important than the Past Performance Factor. Subfactors A, B, and C are all of equal importance. The Price Factor is of least importance. When combined, the Technical and Past Performance Factors are substantially more important than the Price Factor.

**EVALUATION.**

1. The evaluation of the Technical Factor will be done by determining Offeror's comprehensive methodology and realism in performing and assessing success in completing each task of each Subfactor identified in the submission requirements above.
  - a. For Subfactor A, the University will assess the Offeror's methodology in conducting land surveys and property surveys and the resultant degree of success its proposed solution.
  - b. For Subfactor B, the University will assess the Offeror's practices in the composition and delivery of the reports required in Subfactor B and the resultant degree of success of its proposed solution.
  - c. For Subfactor C, the University will assess the Offeror's technical methodology to determine its degree of success in accomplishment of the task, proposed delivery and estimated price.
2. The evaluation of the Past Performance Factor will include the assessing risk of performance on this contract based on submitted material and feedback from references.
3. The evaluation of the Price Factor will be done by Price Analysis in accordance with New Mexico Statutes 13-1-72.

**ATTACHMENT 1  
ACKNOWLEDGEMENT OF RECEIPT FORM**

REQUEST FOR PROPOSAL 21-001-4  
REAL PROPERTY 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 ending with ATTACHMENT 7.

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.

**ADDENDUM ACKNOWLEDGEMENT**

**Addendum 1** \_\_\_\_\_ **Addendum 2** \_\_\_\_\_ **Addendum 3** \_\_\_\_\_

**Addendum 4** \_\_\_\_\_ **Addendum 5** \_\_\_\_\_ **Addendum 6** \_\_\_\_\_

Adam Bustos, Procurement Manger  
REAL PROPERTY SERVICES  
RFP 21-001-4  
New Mexico Highlands University  
Las Vegas, NM 87701



**ATTACHMENT 2**

**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:  
\_\_\_\_\_;
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 3**

**RESIDENT PREFERENCE**

OFFERORS WISHING TO RECEIVE THE NEW MEXICO RESIDENT PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID N.M. RESIDENT PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE. SUBMITTED CERTIFICATES SHALL BE VALIDATED BY NMHU WITH NEW MEXICO TAX & REVENUE.

**RESIDENT VETERANS PREFERENCE**

OFFERORS WISHING TO RECEIVE THE VETERAN RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID RESIDENT VETERAN PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE AND COMPLETE THE FOLLOWING. IF OFFEROR'S FIRM IS INELIGIBLE TO RECEIVE THE NEW MEXICO RESIDENT VETERAN'S PREFERENCE, OFFEROR MUST CHECK THE BOX BELOW INDICATING THAT INELIGIBILITY:

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

**PLEASE CHECK ONLY ONE BOX FROM THE FOUR (4) CHECK BOXES LISTED BELOW:**

I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference.

**The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by NMHU with New Mexico Tax & Revenue.**

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

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

## Attachment 4 Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

(Attach extra pages if necessary)

## **ATTACHMENT 5**

### **NEW MEXICO HIGHLANDS UNIVERSITY REQUEST FOR PROPOSAL 21-001-4 REAL PROPERTY SERVICES NIGP CODE 91889**

**New Mexico Highlands University is soliciting proposals from experienced, industry leading firms, and/or consultants to provide Real Property Services for the next 48 months, pending renewal every 12 month, on an as-needed basis. The Offeror(s) selected will assist the University on an on-call basis for various real property projects.**

**All Proposals must be submitted to NMHU's Purchasing Department prior to 3:00 pm local time on Friday, July 10, 2020. 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. Or, by visiting [www.nmhu.edu/purchasing](http://www.nmhu.edu/purchasing) and registering through the NMHU Bid Portal.**

## ATTACHMENT 6

### NEW MEXICO HIGHLANDS UNIVERSITY REQUEST FOR PROPOSAL 21-001-4 REAL PROPERTY SERVICES PERFORMANCE WORK STATEMENT NIGP CODE 91889

#### A. GENERAL INFORMATION

1. **TITLE OF PROJECT:** Real Property Services, New Mexico Highlands University (NMHU) Business Office, Las Vegas, New Mexico

2. **SCOPE OF WORK:** The contractor shall provide all resources necessary to accomplish the deliverables described in this Performance Work Statement (PWS). The services will be ordered via Task Order and will be on an on-call, and as needed/recurring basis. The work in this PWS includes NMHU facilities at Satellite Campus locations. The contractor shall be responsible for the following (detail provided at Table 1 of this PWS):

- a. Land Surveys;
- b. Real Property Surveys;
- c. Appraisals;
- d. Assessments;
- e. Advisement;
- e. Option Tasks; and
- f. Documents/Deliverables.

This scope requires the preparation of documents in the conduct of evaluating/assessing real property as directed by the University for use, investment, sale, or purchase. This scope may also involve the planning and execution of a historic reuse. This information is necessary to inform University decision-making with regard to scoping real property management that will best support students and taxpayers.

3. **BACKGROUND:** The NMHU Business Office Real Property Management (RPM) process is a basis for the University's current and out-year capital budget requests. The RPM process includes development of Future-Year Action plans and budget year business cases to close performance gaps (space, utilization, facility condition, access, ownership, life cycle etc.) and enhance delivery of services to the University population.

The University has an increasing inventory of aging and obsolete facilities. In an effort to build upon past capital planning efforts, and to address the problem of aging infrastructure in diminishing conditions, lack of infrastructure in some locations and unused infrastructure in others, the University has embarked on the RPM process. RPM is a significant and critical initiative that will enable the University better adapt to changes in the environment, demographics, capabilities, and

education delivery. The RPM process is designed to scrutinize and consider all influencing factors for sound decisions in real property needs of the University. The deliverables under this contract support NMHU's Budget Request Submissions to the New Mexico Finance Authority. This scope of work is for assistance to NMHU in the preparation of a Strategic and Administrative Assessment to be used by for decision in real property management. NMHU personnel will be accessible for assistance/input as required and requested by the Contractor.

4. **PERFORMANCE PERIOD:** The period of performance is for 48 months from date of award. The University reserves its unilateral right to extend the contract after every 12 months, based on costs, performance, or needs. Work at the Government site shall not take place on Federal holidays or weekends unless directed by the Purchasing Director.

5. **TYPE OF CONTRACT:** This contract is an Indefinite Delivery Indefinite Quantity (IDIQ), Fixed Price Labor Hour. Individual Task Orders (TOs) will be issued when a requirement is identified by the University. Contractor will have 14 days to propose a quote for the work identified. The Contractor's quote shall include all labor, materials, travel, and incidentals for completion of that specific task. Task Orders may be issued in Firm-fixed Price, or Labor Hour (Term) form.

6. **PLACE OF PERFORMANCE:** The primary place of performance will be at the contractor's facilities; however, some tasks may require work to be performed at a NMHU facility. Any work at the Government site shall not take place on Federal holidays or weekends, unless directed by the Purchasing Director. Use of videoconferencing is available from NMHU if it is feasible in the performance of this contract.

7. **TASKS/DELIVERABLES:** See ATTACHMENT 7 to this Request For Proposal

8. **SPECIFIC TASKS AND ASSOCIATED DELIVERABLES.** The contractor shall provide the specific deliverables described above within the performance period stated in each individual Task Order. If for any reason the scheduled time for a deliverable cannot be met, the Contractor is required to explain why (include the original deliverable due date) in writing to the Purchasing Director, including a firm commitment of when the work shall be completed. The Purchasing Director will then review the facts and issue a response to the Contractor.

a. All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.

b. Where a written milestone deliverable is required in draft form, NMHU will complete their review of the draft deliverable within 10 calendar days from date of receipt. The contractor shall have seven calendar days to deliver the final deliverable from date of receipt of the Government's comments.

c. MEETINGS. The contractor shall provide, via email, minutes of all government-contractor meetings. The contractor shall provide these minutes within one calendar day after completion of the meeting.

9. CHANGES TO PERFORMANCE WORK STATEMENT. Any changes to this PWS shall be authorized and approved only by the Purchasing Director in writing. Costs incurred by the contractor through the actions of parties other than the Purchasing Director shall be borne by the contractor.

10. TRAVEL. As required, the contractor may be required to travel. Travel and per diem shall be reimbursed in accordance with University Travel Policy. Each contractor invoice must include copies of all receipts that support the travel costs claimed in the invoice. No General and Administrative (G&A) fees or costs, and no other fees or costs shall be added to travel expenses. Local travel within a 50-mile radius from the Contractor's facility is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Local travel within a 50-mile radius from the Contractor's employee's residence is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the contractor's facility will not be reimbursed. Travel, subsistence, and associated labor charges for travel time for travel beyond a 50-mile radius of the Contractor's facility are authorized on a case-by-case basis and must be pre-approved by the Purchasing Director at least 30 calendar days in advance for the requested travel.

11. NMHU FURNISHED PROPERTY AND INFORMATION. The University will make available all current drawings, information and other data for use by the contractor as requested.

12. CONTRACTOR EXPERIENCE REQUIREMENTS. These skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. Personnel assigned by the Contractor to perform work shall be acceptable to the University in terms of personal and professional conduct and technical knowledge. The Purchasing Director may notify the Contractor and request that a person be immediately removed from assignment on this contract should any contractor personnel be determined to be unacceptable in terms of technical competency or personal conduct during duty hours. The contractor shall immediately remove and replace the unacceptable on-site personnel at no additional costs to the University. Replacement personnel qualifications shall be equal to or greater than those of the personnel being replaced. Employment and staffing difficulties shall not be justification for failure to meet established schedules. The contractor shall ensure contract employees maintain an open and professional communication with the staff at the University facilities. The Purchasing Director may require the contractor to meet with other NMHU Personnel; the contractor may request a meeting with the Purchasing Director when deemed necessary.

a. Standards of Conduct. The Contractor shall ensure that personnel assigned to this contract comply with the Standards of Ethical Conduct specified by the Office of Government Ethics at 5 CFR 2635.



13. CONFIDENTIALITY AND NONDISCLOSURE. It is agreed that:

a. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the University which have been generated by the Contractor in the performance of these tasks are the exclusive property of the University and shall be submitted to the Purchasing Director as a deliverable for the task order.

b. The Purchasing Director will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the contractor. Any request for information relating to this task order presented to the contractor shall be submitted to the CO for response.

c. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the Purchasing Director.

d. ORGANIZATIONAL CONFLICT OF INTEREST. The contractor shall disclose any actual or potential organizational conflicts of interest at the time of submitting a proposal for the basic PWS. The contractor may be precluded from bidding on or working on future contracts should a Conflict of Interest exist.

e. The contractor shall not deliver to the University any proprietary products or information of any type in completing the requirements of the PWS.

B. CONTRACT AWARD MEETING. The contractor shall not commence performance on the tasks in this PWS until the Purchasing Director has conducted a kick-off meeting or has advised the contractor that a kick-off meeting is waived and a Task Order is issued.

**ATTACHMENT 7**

**NEW MEXICO HIGHLANDS UNIVERSITY  
REQUEST FOR PROPOSAL 21-001-4  
REAL PROPERTY SERVICES  
TASKS AND DELIVERABLES  
NIGP CODE 91889**

**ATTACHMENT 7, RFP 21-001-4  
TASKS AND DELIVERABLES V.1 30 JAN 2020  
REAL PROPERTY SERVICES**

ITEM	TASK	SUBTASK	CONTENTS	PURPOSE/USE
1	Land Survey (a)	Physical Boundaries	Property Description	Description of Boundary points, etc
		Plat Map	Plat Maps	Visual Map
		Photos	Photos	Property Photos

2	Real Property Survey (b)	Property Survey	Location of Improvements/Fencing	Information
		Property Survey	Easements/Right of Ways	Information
		Property Survey	Adjacent Properties	Information
		Property Survey	Restrictions, allowed use	Information
		Property Survey	Encroachments	Information
		Property Survey	Flood Elevations	Information
		Property Survey	Land Title Survey	Information on Liens, Assessments, Open activity, etc
		Property Survey	Lost/Obliterated Corners	Information
		Property Survey	Zoning	Information
		Property Survey	Photos	Property Photos

**ATTACHMENT 7, RFP 21-001-4**

**Tasks and Deliverables**

**REAL PROPERTY SERVICES**

3	Appraisal (c)	Valuation	Taxable Value	Information
		Valuation	Market Value	Information
		Valuation	Listing Price	Recommendation/Information

4	Assessment (d)	Valuation	Condition Assessment	Information for Planning, i.e. remodel, demolition, etc
		Valuation	Existing Land Value	Information for Asset Valuation
		Valuation	Existing Building Value	Information for Asset Valuation
		Valuation	Existing Building Use	Recommendation for use, or is it in proper use?
		Valuation	Lifecycle of Facility	When will building command increased maintenance/repair
		Utility	Under/Over Utilization	Is building fully, or under used?
		Maintenance Costs	Maintenance Costs	What are the maintenance needs; University can determine if there is deferred maintenance
		Operational Costs	Resource Usage	Are resources to operate building/facility proper/excessive/correct?
		Benchmarking	SF Value of Comparables	Building Value in Las Vegas, NM

5	Advisement (e)	Required Repairs	Comply with standards	Compliance
		Optional Repairs	Restoration for Increased sales price	Restoration for Marketability and Increased Valuation
		Optional Repairs	Restoration - Baseline, for NMHU use	Restoration for Minimal Use.
		Optional Repairs	Restoration - Occupancy to Full Use	Restoration for Occupancy, or for Full Capacity Use.
		Recommendation	Use of Property	Recommended use of Property
		Recommendation	Lease of Owned Property	Feasibility of current leases; alternatives
		Acquisition	Rental of Property (Unowned)	Feasibility of entering into new leases
		Acquisition	Acquisition of Property	Feasibility of new property purchase

**ATTACHMENT 7, RFP 21-001-4**

**Tasks and Deliverables**

**REAL PROPERTY SERVICES**

6	Options (f)	Space Identification	Inventory of SF Type in Each Building	Space Management
		Inventory	Total SF of NMHU Facilities, by Bldg	Facilities Management
		Parking Lots	Condition Assessment	Information for Maintenance/Redesign
		Motor Pools	Condition Assessment	Information
		Warehouses	Condition Assessment/Use	Information/Planning
		Streets	Street Utilization	Information/Planning
		Grounds	Grounds Re-utilization	Information/Planning

7	DELIVERABLES	REPORT	CONTENTS	FORMAT
	a.	Land Survey	Property Description, Plat Maps	Standard Commercial Format, 1 Paper Copy Authenticated, 1 Electronic Copy to: purchasing@nmhu.edu
	b.	Real Property Survey	Address Nine Contents of ITEM 2 of this Chart	Standard Commercial Format, 1 Paper Copy Authenticated, 1 Electronic Copy to: purchasing@nmhu.edu
	c.	Appraisal Report	Address Three Contents of ITEM 3 of this Chart	Standard Commercial Format, 1 Paper Copy Authenticated, 1 Electronic Copy to: purchasing@nmhu.edu
	d.	Assessment Report	Address Nine Contents of ITEM 4 of this Chart	Standard Commercial Format, 1 Paper Copy Authenticated, 1 Electronic Copy to: purchasing@nmhu.edu
	e.	Advisement Report	Address Seven Contents of ITEM 5 of this Chart	Standard Commercial Format, 1 Paper Copy Authenticated, 1 Electronic Copy to: purchasing@nmhu.edu
	f.	Options	Specified upon ordering with quote.	Standard Commercial Format, 1 Paper Copy Authenticated, 1 Electronic Copy to: purchasing@nmhu.edu

Nothing Follows