

NEW MEXICO HIGHLANDS UNIVERSITY

**REQUEST FOR PROPOSAL # 22-004
OPERATION AND MANAGEMENT OF GENE TORRES GOLF COURSE
NGIP: 98831**

| | | | |
|---|--|--|--|
| <p>New Mexico Highlands University is seeking proposals from qualified golf operators with the purpose of operating and marketing its 9-hole Gene Torres Golf Course located at 200 Mills Avenue, Las Vegas, NM 87701.</p> | | | |
| <p>Date Request For Proposal 22-004 Issued: Thursday, April 28, 2022</p> | | <p>Date and Time Request for Proposal Is Due: Prior to 2:00 pm local time on Thursday, May 12, 2022</p> | |
| <p>NMHU Point-of-Contact: Mr. Aaron Flure Director of Purchasing</p> | <p>Email: aflure@nmhu.edu</p> | <p>Phone Number: (505) 454-3053</p> | <p>Fax Number: (505) 454-3109</p> |

RFP CONDITIONS

New Mexico Highlands University (hereinafter called “NMHU”) is seeking responses (hereinafter called “Proposal”) for the services as requested in this Request for Proposal Number 22-004, its attachments and subsequent addendums (hereinafter called “RFP”). You/your firm’s (hereinafter called “Offeror”) Proposal is to provide responses to all of the requirements set forth within the RFP.

NMHU may accept Proposals, in whole or in part that most closely meets all the criteria described herein. NMHU reserves the right to cancel this RFP in whole or in part at any time if it is in its best interests of the University and/or if the State appropriation for this project to the university does not transpire. An award will be based on several weighted criteria, as provided herein. Proposals may not be withdrawn from Offeror for ninety (90) calendar days after the actual date of the closing.

For definitions or clarifications to terms, refer to Section VII of this document.

ACCEPTANCE OF TERMS AND CONDITIONS OF RFP FORM

During the period of offer, your point of contact (hereinafter called “POC”) will be limited to Mr. Aaron Flure, Director of the Purchasing Department. He has been designated as the contact person for this RFP. No Offeror may contact any NMHU, Las Vegas City or San Miguel County employee, officer or member of the Board of Regents other than Mr. Flure regarding this RFP through the date of the execution and award of the Contract. Any Offerors who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and Offeror’s Proposal may be rejected as a result. Questions regarding the RFP should be submitted in writing via email to the POC at rfp@nmhu.edu Any question, statement or response from the POC or other individual from NMHU that is not submitted and responded to in writing will not be incorporated into the Contract, RFP & attachments and addendums. NMHU will not be responsible for any misinterpretations, discrepancies or contradictory information that Offeror may claim if correspondences for clarification are not submitted to and received in writing. Every effort will be made to respond to your questions within a timely manner. The question(s) and response(s) will be shared with all Offerors, with personal information removed to ensure anonymity.

By signing below, Offeror signifies that he understands all of the terms and conditions of this RFP, its Attachments and all subsequent addendums and agrees to cause himself/herself or his/her firm to be bound by them. Only an authorized agent of the Offeror’s company may sign this document.

| | |
|--------------|------------------------|
| Name of Firm | Tax Identification No. |
|--------------|------------------------|

| | |
|--------------------------------|-------|
| Authorized Representative Name | Title |
|--------------------------------|-------|

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

Provide point of contact of Offeror:

| | |
|------|-------|
| Name | Title |
|------|-------|

Mailing Address

| | |
|---------------------|------------|
| Telephone Number(s) | Fax Number |
|---------------------|------------|

Email Address

SECTION I GENERAL INFORMATION

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PROPOSAL SCHEDULE

ALL DATES AND TIMES ARE SUBJECT TO CHANGE

| | |
|---|--|
| Issuance of RFP | April 28, 2022 |
| Site Visit | May 9 th , or by Appointment No Later Than 12:00 Noon May 11 th |
| Last Day to Submit Requests for Clarification | Wednesday, May 11 th 12:00 Noon |
| Proposal Submittal Deadline | Thursday, May 12, 2022 2:00 PM |
| Receipt/Screening of Proposals | Thursday, May 12, 2022 |
| Evaluations of Proposals | Begin Friday, May 13, 2022. All evaluations must be completed by noon on May 16, 2022. |
| Negotiations, if Required | Begin May 17, 2022 or ASAP |
| Conclusion of Negotiation, Final Offer Due | TBD |
| Award of Contract | Preferable before May 19, 2022 |
| Award of Purchase Order | Preferable before May 19, 2022 |
| Protest Period | 15 Calendar Days from Award |
| Performance Start | TBD |

SECTION II PURPOSE, BACKGROUND INFORMATION AND SPECIFICATIONS

1. PURPOSE

NMHU is seeking proposals from interested businesses or individuals to provide professional services to manage its Gene Torres Golf Course located at 200 Mills Avenue, Las Vegas, NM 87701. The successful Offeror will operate and maintain all aspects of the Golf Course and work in concert with the Golf Course Management Committee (GCMC).

2. BACKGROUND INFORMATION

The Gene Torres Golf Course is a public course located centrally in Las Vegas, New Mexico. The Premises was acquired from the City of Las Vegas in the 1950s. The Golf Course was constructed in 1958. NMHU named the Golf Course after one of the region's best and well-known golfers, Gene Torres. Mr. Torres spent decades playing and managing the Golf Course. It was redesigned by Jeffrey D. Brauer of Golfscapes, Inc. and construction completed in early 2007. The course officially opened in early 2008. The Golf Course is a nine-hole course with back tees for 18-round play. The Golf Course has the capability for an operational restaurant on site which will not be included under this RFP. Shared space for golf operations, maintenance shops, an effluent water holding pond, groundwater well and pumping station. There are two (2) private residences on leased NMHU properties, and two (2) NMHU-owned residences. The residential portion of the Golf Course will not be included under this RFP.

Parking- NMHU golf course restaurant and Golf Course Operations will share parking space.

SECTION III SCOPE OF WORK

DESIRED SCOPE OF WORK

- A. Provide management and operations of all aspects of the Gene Torres Golf Course for one season with an option for a second renewal commencing upon negotiated contract, operating within a “revenue budget” as determined by the GCMC.
- B. Supervise all play on the course- tee time reservations, lessons, starting, etc., including retail operations in the pro shop.
- C. Work with GCMC on determining maintenance schedules “i.e.- number of times to mow and groom the course,” of golf course grounds.
- D. Provide GCMC weekly updates regarding the number of rounds played prior week and other financial data, concerns and issues with the course, and any other matter that the Offeror feels necessary to communicate to the GCMC.
- E. Promote and market to encourage surrounding communities to come and play at the course.
- F. Organizing and management of golf tournaments
 - i. Tournaments - Meet with sponsors/tournament chairs for the purposes of planning and implementing the details of the tournament, including but not limited to; securing carts, assigning starting times, assigning carts, preparing scorecards and scoring sheets, keep the tournament and field on starting times, keep players moving, record scores, determine winners, be available for rules decisions and assist organization in maximizing revenues by selling holes and other sponsorship opportunities in order to benefit the organization and Golf Course.
- G. Ensure the pro shop is clean and professionally laid out in order to attract patrons to the course.
- H. Maintain all necessary business licenses.
- I. Implement and maintain a golf management system in order to provide a full accountability of number of rounds, cart rentals, range fees, tee times, schedule of tournaments, schedule of other events that impact golf course operations, and any other system or information as determined by the GCMC.
- J. Coordinate with NMHU fiscal agent on all financial matters, which will be provided by NMHU personnel (i.e. – Course maintenance, etc.)
- K. Monthly report to the GCMC will include but not limited to; full accountability of number of rounds, cart rentals, range fees, tee times, schedule of tournaments and schedule of other events that impact golf course operations. Provide a variance report between the budgeted revenues and expenses vs. actual revenues and expenses collected or spent.
- L. Will be required to ensure operations of the course, including all administrative duties associated with managing the golf course and any other duties assigned by GCMC including hours of operation.
- M. Offeror will be required to manage and compensate all staffing associated with the pro shop operations and management of golf cart rentals delegated by GCMC.

- N. Offeror will keep fees associated with the driving range and lessons. Offeror will be required to provide a financial report on fees or other outside income to GCMC.
- O. Merchandising in Pro Shop Options (Will be required to report all sales from merchandise in financial reporting to GCMC):
 - i. Offeror may provide own merchandise product to sell and will keep any sales associated with these products.
 - ii. GCMC may purchase merchandise for Offeror for sale in Pro Shop. Offeror will pay all cost of goods expenses associated with merchandise and may keep all net proceeds associated with the sales.
 - iii. Offeror is required to pay any gross receipts tax or other taxes associated with such purchases.
- P. Any initial inventory of merchandise from past operations of the University may be purchased at a negotiated price with the University. Offeror will be required to report all sales from merchandise in financial reporting to GCMC on a monthly basis.
- Q. Offeror is required to pay any gross receipts tax or other taxes associated with the contract.

SECTION IV GENERAL TERMS AND CONDITIONS

1. SITE VISIT

A site visit will be held on Monday, May 9, 2022 at 11:00 AM. Site Visit is optional. If you are not able to attend the prescheduled Monday Site Visit, you may schedule with POC another time on either May 10, 2022 or before noon on May 11, 2022. Please inform POC via email if you request a Site Visit by Monday, 3:00PM MST for scheduling purposes. Golf Course is located at 200 Mills Avenue, Las Vegas, NM 87701. Refer to “ACCEPTANCE OF TERMS AND CONDITIONS OF RFP FORM” regarding any questions and answers.

2. CHANGES

The Purchasing Director may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Purchasing Director shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Offeror must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Offeror from proceeding with the contract as changed.

3. PERIOD OF PERFORMANCE

This Award shall be effective on the date the Contract is signed by duly authorized individuals from NMHU and Offeror. The Award will be for a total of no less than 2 months and will be in effect until the end of the season that is determined by the GCMC for Season 1. The Award can be renewed for a second term of 9 months starting March 01, 2023 through November 30, 2023, unless this term is negotiated in writing with the GCMC. GCMC will make final determination if it is in the best interest for the course and parties.

4. BUDGET

Offeror will be required to operate within the “revenue budget” provided by the GCMC. Per MOA (04/25/2022) between the City of Las Vegas, NM, NMHU and San Miguel County, the Golf Course must be shut down if revenue sources are spent.

5. PRESENTATIONS

GCMC may choose but is not required to invite Offerors to make presentations and answer questions asked by the search committee. GCMC reserves the right to invite as many Offerors as necessary. Prior to the presentations and with adequate time, GCMC may specify requirements for the presentation.

6. AWARD

- a. In accordance with the State of New Mexico “Procurement Code”, §13-1-28 through §13-1-199 N.M.S.A., NMHU reserves the right to make an Award to the Offeror which provides the services in its best interest and may not make the Award to the Offeror with the lowest fee. The RFP will be evaluated based on all criteria listed in this RFP, its attachments and its addendums, and the Board of Regent’s collective expertise; and
- b. NMHU reserves the right to negotiate with Offerors. Issuance of an Intent to Negotiate with Offeror does not guarantee an Award. An Award will be made only after NMHU and Offeror complete successful negotiations/clarifications if needed.

7. INSURANCE

Without limiting any liabilities or any other obligation of Offeror, Offeror shall purchase and maintain (and cause its sub-offerors 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. Offeror will be required to maintain at Offeror’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 22-004
- 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, Offeror’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 Offeror’s vehicles whether owned, hired, or non-owned, assigned to or used in the performance of any Services.

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 University reserves 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.

8. FAILURE TO MEET REQUIREMENTS

Failure on the part of the Offeror to meet these requirements shall constitute a material breach of Contract, upon which the GCMC 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 GCMC shall be repaid by Offeror upon demand.

9. SECURITY

Offeror shall be responsible for the control of keys issued by NMHU and the security of those areas provided for the Offeror’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 Offeror or NMHU. Offeror is not allowed to make copies of the keys issued to Offeror. Immediately following completion of Contract, Offeror must return all keys to the designated NMHU personnel.

10. CUSTOMER AND GUEST RELATIONS

Offeror must ensure that its employees are aware that they are to perform work in a professional manner at all times. If Offeror 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 the GCMC has approved the return to work. If GCMC finds one of Offeror’s employees to not be performing work in a professional manner GCMC will inform the supervisor on site of the situation. In this event, Offeror is to remove its employee from the work site until GCMC approves the employee to return to work.

11. HOURS OF OPERATION

Offeror shall maintain operations only during the times pre-approved by GCMC.

12. AUTHORIZED AGENT

Offeror 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(s) designated by NMHU. The GCMC shall be the authorized agent representative of NMHU. All information or direction desired or required by Offeror for the performance of Work and services hereunder shall be obtained from said authorized agent and representative.

13. INVOICING AND PAYMENTS

Upon certification and acceptance of services, and if applicable, 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;

- a. Reference the Purchase Order number on the Invoice; and
- b. Invoices are to be sent to:

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

8. REQUIRED AND INFORMATIONAL FORMS

- A.) The following are to be **completed and submitted** with your Proposal:
 - 1.) Acceptance of Terms and Conditions of RFP Form (page 3 of this document);
 - 2.) Addendum(s) Acknowledgement Form (Attachment 1);
 - 3.) Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
 - 4.) Campaign Contribution Disclosure Form (Attachment 3);
 - 5.) New Mexico Business Preference Form (Attachment 4), if applicable;
 - 6.) Resident Veterans Preference Form (Attachment 5), if applicable.

- B.) Informational Documents
 - 1.) Advertisement (Attachment 6)

SECTION V EVALUATION COMPONENTS

This section of the RFP contains specifications and other relevant information to be used by Offeror in preparation of their Proposal.

Offerors shall ensure that all the information required herein be submitted with their Proposal. All information provided should be verifiable by documentation requested by NMHU. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the Proposal or rescission of the Contract. **Offerors are encouraged to provide any additional information describing any additional abilities.** Each Proposal will be evaluated on the basis of its content, not length, and must be limited to no more than fifteen (15) pages and for their packets to be properly tabbed.

1. Acknowledgement Form (Attachment 1);
2. Table of Contents
3. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
4. NM Business Preference/Resident Veteran Preference Form (Attachment 3);
5. Campaign Contribution Disclosure Form Attachment (4);
6. Executive Summary
 - a. Please provide a high-level overview of your Proposal.
7. References
8. Evaluation Criterion “Company Profile, Company Personnel, Experience, References, Timeline, Financial Model”
9. Evaluation Criterion “Total Contract Price” provided in separate envelope (separate PDF if submitting via vendorregistry.com)

All responsive Proposals will be reviewed independently by each member of the evaluation committee. Their evaluations will be based on the Proposal as a whole and will be scored solely on the requirements, data, information and related responses to the RFP.

SELECTION CRITERIA

All Proposals shall be reviewed for compliance with the mandatory requirements as stipulated within this RFP and procurement statutes. Proposals found not to comply will be rejected from further consideration. NMHU will determine if the Proposal is compliant. Proposals which are not rejected will then be evaluated based upon the following weighted criteria.

| <u>Description</u> | <u>Weight</u> |
|---|---------------|
| <u>Company Profile:</u> | 5% |
| Describe Offeror’s organization including size, areas of specialization and expertise, client base and any other pertinent information in such a manner that the evaluation committee may | |

reasonably formulate a determination about the stability and strengths of the proposing organization. Please list stakeholders.

Company Personnel:5%

State the name, the title or position, and telephone number of the individuals who would have primary responsibility for the contract resulting from this RFP. Disclose who within the firm will have prime responsibility and final authority for the work under this contract. Attach a statement of relevant experience for each individual.

Experience:25%

1. Indicate experience in the area described in the scope of work and as related to this RFP.
2. Provide plan on how staff will be managed for the Golf Course and Pro Shop, including plan during non-peak hours of operation.
3. Describe ability to manage an operation such as this that involves multiple stakeholders including the community and other contractors.
4. Provide a plan how the Offeror plans to increase revenues, community involvement, and increase awareness of golf and its benefits.
5. Describe any additional experience that would substantiate and enhance the qualifications of the respondent in regards to the performance of a contract resulting from this solicitation.

References:25%

Provide a list of at least three (3) references of a size and scope similar to the work described herein that respondent has performed during the last three years. Include a brief description of the project, the contract period, the name of contact person(s) directly involved in the project along with an e-mail address and phone number.

Timeline:5%

Provide a performance timeline based on the information presented in the Scope of Work that includes all segments of your proposed work. GCMC is interested in how fast an Offeror can have the Golf Course operational in order to start play.

Financial Model:30%

Submit a financial model for the scope of work detailed in Section III (Scope of Work) and any other proposed services related to RFP.

1. Does the Offeror have the resources and capability to support operation? Please elaborate.
2. Can Offeror perform all services related to the operations, events, marketing and administer all reporting requirements as stated here within? Please elaborate.
3. Provide financial details of your company to the GCMC that demonstrate ability and the financial resources to perform such services.

Total Contract Price:5%

Provide your proposed annual management fee, inclusive of gross receipts tax.

| | |
|--------------|------|
| Total | 100% |
|--------------|------|

SECTION VI SUBMITTAL PROCEDURES

1 NUMBER OF COPIES

Offeror is to submit **five (5)** complete copies of their Proposal when submitting through carrier service or in person. Offeror is to submit **one (1)** copy when submitting through vendorregistry.com. **Total Contract price must be submitted in a separate envelope when submitting by mail or a separate pdf document if submitting electronically.**

2 COSTS INCURRED

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

3 INSTRUCTIONS

A.) Instructions

- 1.) Proposals must be received in the NMHU main campus' Central Receiving Department office (800 National Avenue, Las Vegas, NM 87701) by the due date and time as listed on page three (3) of this RFP. If a Proposal is late NMHU shall not accept it. Postmarked or estimated delivery dates issued by carriers will not be accepted as received by NMHU.
- 2.) All Proposals must be submitted in a SEALED envelope. Please write on the outer sealed envelope the following:
"Sealed PROPOSAL #22-004 to be received by 2:00 PM on Thursday, May 12, 2022."
 Failure to mark the sealed envelope may result in the Proposal being opened early or later and/or the Proposal may be declared non-responsive;
- 3.) NMHU is not responsible for Proposals lost during delivery regardless of means of delivery. Proposals may be accepted if received by NMHU staff and not delivered to the Purchasing Department office only when the error was made by NMHU staff. NMHU will make this determination.
- 4.) Faxed and emailed Proposals shall not be accepted.
- 5.) Proposals will be accepted through vendorregistry.com.

B.) DELIVERY MAY BE MADE AS FOLLOWS

- 1.) **If via delivery in person:**
 New Mexico Highlands University
 Post Office – Receiving
 Attn: Purchasing Department-RFP #22-004
 800 National Avenue

Las Vegas, NM 87701

2.) If via United States Postal Service:

New Mexico Highlands University

Post Office – Receiving

Attn: Purchasing Department-RFP #22-004

800 National Avenue

Las Vegas, NM 87701

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

New Mexico Highlands University

Post Office – Receiving

Attn: Purchasing Department-RFP #22-004

800 National Avenue

Las Vegas, NM 87701

SECTION VII INSTRUCTIONS TO OFFERORS

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 Agent including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- C.) **Offeror:** any person, corporation, or partnership legally licensed to provide professional services in this state who chooses to submit a Proposal in response to this RFP.
- D.) **Purchasing Agent:** means the person or designee authorized by NMHU to manage or administer a procurement requiring the evaluation of proposals.
- E.) **RFP:** means all documents, including attachments, addendums or other documents incorporated by reference which are used for soliciting Proposals.
- F.) **Responsible Offeror:** means a Offeror 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.
- 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.
- 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 may result in the rejection of the Offeror Proposal.
- I.) The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.
- J.) **Seasons:** Determined in conjunction with GCMC and the Offeror.

2. RFP DOCUMENTS

- A.) COPIES OF RFPS
 - 1.) 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.
 - 2.) 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. 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.) Offerors 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 electronically submitted, mailed, or emailed to all who are known by NMHU to have received a complete set of RFPs.
- 2.) Each Offeror shall ascertain, prior to or with submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter (Attachment 1).

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 an Offeror prior to the time set for Proposal opening by delivering written or electronic notice to the location designated in the RFP as the place where Proposals are to be received.
- 2.) Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the 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. 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 interests.

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.) The contents of all Proposals shall not be disclosed so as to be available to competing Offerors during the negotiation process.

B.) **PROPOSAL EVALUATION**

- 1.) Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of Service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - a.) acceptable, or
 - b.) potentially acceptable, that is, reasonably assured of being made acceptable, or
 - c.) unacceptable (Offeror whose Proposal is unacceptable shall be notified promptly).
- 2.) NMHU shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the price, quality or quantity of the Services.
- 3.) If an Offeror who otherwise would have been issued an Award and Contract, is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry

with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror.

4.) Selection Process

a.) The evaluation of Proposals will be performed by an evaluation committee composed of representatives selected by NMHU. The committee shall evaluate statements of qualifications and performance data submitted by Offerors in regard to the particular request.

b.) The committee will, rank in order of their qualifications which are most qualified to perform the required services: and will recommend the finalist(s) for possible oral presentation to the committee if so desired by the evaluation committee. The committee will determine the schedule for the oral presentations. All costs incurred by Offeror for the oral presentations will be borne on Offeror.

C.) NEGOTIATIONS

Offerors 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 for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offeror who submit Proposals found to be reasonably likely to be selected for Award.

D.) NOTICE OF AWARD

After Award by NMHU, with reasonable promptness, a written Notice of Award shall be issued by NMHU to the selected Offeror and a letter of non-Award to the unsuccessful Offerors.

5. **GOVERNING LAW**

This RFP, its attachments, subsequent addenda and the resultant contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.

ATTACHMENT 2

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

Conflict of Interest

- 1.) No employee or Regent of New Mexico Highlands University, San Miguel County or City of Las Vegas, NM has a direct or indirect interest in the 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 neither employs nor is negotiating to employ any NMHU employee, San Miguel County employee, City of Las Vegas, NM 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, San Miguel County employee or City of Las Vegas, NM 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]) NMHU, San Miguel County or City of Las Vegas, NM 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 New Mexico Highlands University Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of 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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections §13-1-28, et seq., N.M.S.A. 1978 and N.M.S.A. 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 (2) 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 (2) 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 (2) 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 N.M.S.A. 1978 or a Contract that is executed may be ratified or terminated pursuant to Section §13-1-182 N.M.S.A. 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 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 of (a) a prospective Contractor, if the prospective Contractor is a natural person; or (b) an owner of a prospective Contractor.

“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.

“Prospective Contractor” means a person or business that 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 or business 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:

(Completed by State Agency or Local Public Body)

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) _____

(Attach extra pages if necessary)

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)

ATTACHMENT 4

NEW MEXICO BUSINESS PREFERENCE

Points will be awarded based on Offeror's 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, 10% must be added for preference award. For example; an RFP has a total value of 1000 points. Five proposals are received; one from a resident business, one from a resident veteran's business with an 8% preference and three non-resident businesses.

The two preference businesses would receive 50 points and 80 points to their already evaluated score, making it possible for the highest score total 1080.

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

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

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

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

NM RESIDENT PREFERENCE NUMBER OR RESIDENT VETERANS PREFERENCE NUMBER (if applicable):

ATTACHMENT 5

RESIDENT VETERANS PREFERENCE CERTIFICATION FORM

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

Please check one only

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

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this 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 \$5M allowing me the 7% preference discount on this solicitation. 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 or perjury that during the last calendar year starting January 1, and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections §13-1-21 or §13-1-22 N.M.S.A. 1978, when awarded a contract which was on the basis of having such veteran's 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 of the procurement involved if the statements are proven to be incorrect.

ATTACHMENT 6

**NEW MEXICO HIGHLANDS UNIVERSITY
REQUEST FOR PROPOSAL #22-004
NGIP: 98831**

New Mexico Highlands University is seeking proposals from qualified golf operators with the purpose of operating, maintaining and marketing its 9-hole Gene Torres Golf Course located at 200 Mills Avenue, Las Vegas, NM 87701. Request for Proposal Number RFP 22-004.

An optional site visit at the Golf Course will be held on Monday, May 9, 2022 at 11:00 AM. If you are not able to attend the prescheduled Monday Site Visit, you may schedule with POC another time on either May 10, 2022 or May 11, 2022. Gene Torres Golf Course is located at 200 Mills Avenue, Las Vegas, NM 87701.

All proposals must be in NMHU's Purchasing Department prior to **2:00 pm** local time on **Thursday, May 12, 2022**. Proposals received after that time will not be accepted. Proposals will not be opened publicly.

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

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

RFP 22-004 will be available and solicited through Vendor Registry at: <https://vrapp.vendorregistry.com>.

RFP documents may also be obtained by emailing rfp@nmhu.edu.

To register at Vendor Registry, follow three steps below:

1. www.nmhu.edu/purchasing-department
2. Click "Information for Vendors Link"
3. Click Vendor Registration, complete instructions