

**NEW MEXICO HIGHLANDS UNIVERSITY**

**REQUEST FOR PROPOSAL # 23-022  
ARCHITECTURAL & ENGINEERING SERVICES FOR  
THE DEMOLITION AND CONSTRUCTION OF A NEW  
FACILITIES SERVICES BUILDING  
NGIP: 90610**

**This Request for Proposal is to seek out the services from an architectural, engineering and planning firm to provide the programming, planning, design, construction drawings, and construction administration with 12-month warranty, and inspection services for the New Mexico Highlands University demolition and construction of a new Facilities Services building located at 1051 11<sup>th</sup> Street on the main campus in Las Vegas, New Mexico.**

**Date Request For Proposal**

**23-022**

**Issued: March 27, 2023**

**Date and Time Request for Proposal Is Due:**

**Prior to 2:00 pm local time on**

**May 5, 2023**

**NMHU Point-of-Contact:**

**Mr. Aaron Flure**

**Director of Purchasing**

**Email:**

**aflure@nmhu.edu**

**Phone Number:**

**(505) 454-3053**

**Fax Number:**

**(505) 454-3109**

**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 23-022, 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 Proposals may not be withdrawn from Offeror for thirty (30) calendar days after the actual date of the closing.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 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](mailto: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
<b>Provide point of contact of Offeror:</b>	
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	March 17, 2023
Site Visit	April 3, 2023
Last Day to Submit Requests for Clarification	5:00 PM, April 28, 2022
Proposal Submittal Deadline	2:00 PM on May 5, 2023
Evaluations of Proposals	Approximately (5) days, May 8 – May 12, 2023
Pre-Presentation of Results to Board of Regents	TBD
Negotiations, if Required	May 23, 2023 or by July 1, 2023
Conclusion of Negotiation, Final Offer Due	May 26, 2023 or by July 1, 2023
Award of Contract	May 29, 2023 or by July 1, 2023
Award of Purchase Order	June 1, 2023 or by July 1, 2023
Protest Period	TBD
Performance Start	July 1, 2023

## **SECTION II PURPOSE AND SPECIFICATIONS**

### **1. PURPOSE**

New Mexico Highlands University, located in Las Vegas, New Mexico is interested in soliciting from a qualified planning and architectural firm a Statement of Qualifications/Proposal for providing programming, planning, design, and specified construction plans, and construction administration, and inspection services for the construction of its Facilities Services building located on NMHU owned land. The project team shall include all architectural and engineering services as required for the design and construction of the Facilities Services building.

### **2. BUILDING DESCRIPTION AND SITE LOCATION**

Facilities Services is located at 1051 11<sup>th</sup> Street in Las Vegas, NM 87701.

### **3. CONSTRUCTION**

- A) Total funding for the demolition and construction part of the project is \$2.7M (excluding NMGRT). Square footage is and shall remain at **12,000 GSF**. The program, schematic, design, and construction documents are expected to take approximately 3 months to complete, and the construction RFP will follow with construction requiring 8 months to complete.
- B) The University is directly hiring a vendor to install the access control exterior door locks at the building. A General Contractor will be hired to perform all other construction related work through this Request for Proposal (RFP). The General Contractor hired will need to coordinate and work seamlessly with the vendor on all door specifications who is directly hired by the University to install the exterior door access control locks at the building.
- C) The University expects that the design and construction drawings shall be completed by the architect and engineers by all methods so that the final budget does not exceed \$2.7M (excluding NMGRT). This will require the architect and engineer(s) to approach the design and drawings on this project in a practical and economical manner.

## **SECTION III SCOPE OF WORK**

The architect/engineer team's scope of work will include but is not limited to basic architectural and engineering services:

- 1. Project Programming (2 weeks) - space use and functionality assessments with user groups, technological requirements, and prioritized scheduling.

2. Schematic Design – (4 weeks) input and recommendations from the Facilities & Planning and ITS Directors; review and edits/changes by the Facilities & Planning Director; analysis of space allocations, preliminary materials and system recommendations, and briefing.
3. Site & Parking Plans – (1 week) development of a Site Plan that includes an NM Higher Education Department Parking Plan form.
4. Design Development – (4 weeks) Design development will follow the approval of the schematic design and include architectural, civil, structural, other designs as applicable, and a cost analyses and design presentation to the NMHU Board of Regents. Input and recommendations from the NMHU Facilities & Planning Director shall be incorporated into the Design. The Architect will hire the LEED Consultant and incorporate the LEED design into the Design Development phase.
5. CONSTRUCTION DOCUMENTS/PLANS: (3 months) - The Architect will design the plans to include fire safety and the fire suppression system. The Architect will be responsible for all design and construction drawings/documents. The Architect shall work closely and seamlessly with the access control vendor hired by the University to incorporate their drawings into the overall construction plans/documents developed by the Architect. The Architect shall work seamlessly with a metal building manufacturer and their engineers to develop the final Design and Construction Drawings. Final Design and Construction Drawings shall not result in additional square footage. The buildings' square footages combined shall not exceed 12,000 GSF. The University intends that the design and construction drawings shall be completed by the architect and engineers by all methods necessary so that the final budget does not exceed \$2.7M (excluding NMGR) for the General Contractor, to include the purchase of the metal buildings. This will require the architect and all engineers to approach the design and drawings on this project in a careful, practical, and economical manner.
6. IMPORTANT NOTE ON GENERAL CONTRACTORS: The University shall directly hire vendors and contractors who will demolish the current Facilities Services building in two-phases. Based on the drawings, the University and Architect shall purchase the metal, shell building(s) which are included in the total MACC of \$2.7M. The building(s), which combined shall not exceed 12,000 GSF. One building will house the Facilities Services offices, and two adjacent, metal buildings shall house the trades shops. The three buildings shall be connected. The University shall directly purchase all materials and provide equipment to install the access control locks on the exterior doors in accordance with the construction documents. The University shall directly hire the flooring company for all flooring and cove base installations. The University shall directly hire the exterior stucco contractor. The University shall directly purchase all exterior windows, computer equipment, and furnishings. All University purchases are included in the total MACC of \$2.7M.
7. The primary GC will perform all other construction, installation of metal buildings, carpentry, and purchase of materials/equipment necessary to perform all other aspects of the construction in accordance with the construction documents and drawings. The primary GC shall be responsible for all permits and coordination with all vendors and

contractors, the City of Las Vegas, PNM, and other entities. All parties working on this project shall work seamlessly and in coordination with one another to ensure a seamless project.

8. Furniture Plan: The Architect shall produce a furniture plan that includes specifications and quantities. The final selection and purchase of equipment and furniture will be performed by the university's Facilities & Planning and ITS Directors.
9. **Complete PROJECT MANUAL, including but not limited to:**

Construction RFP, Project Description, funding, subcontractor listing, NM Public Works prevailing wage rate information and documents, List of Drawings and Table of Contents, Index to Technical Specifications, Notifications, Price & Payment Procedures, Progress Meetings, Shop Drawings, Quality Requirements, Alternates, permits, definitions, Contractual Agreement and Bonds. Subcontractor qualifications and attachments, project staffing, management plan, mobilization plan, health and safety plan, WIP, price proposal, certificate of insurance, assignment of antitrust claims, Judgements, General Contractor Statement of Qualifications, Contractor's Duties, Price & Payment procedures, Contract Modification procedures, Unit price procedures, Project Scheduling, Comprehensive General Conditions, Complete, Comprehensive List of Drawings and shop drawings, all submittals, schedules, and procedures. Project Management & Coordination, Progress meetings and schedule, pre-installation conferences. Products, installation, manufacturers' instructions, design data and calculations, Quality requirements, temporary facilities & controls, Product requirements, Product Substitution procedures, Execution requirements, Construction Waste Management and Disposal, Adjustments, Close Out Procedures, Energy Conservation Close-Out Submittals, Close-Out Submittals, Demonstration and Training, Sustainability Design Requirements, General Commissioning Requirements.

### **Complete Technical specifications for:**

Demolition and Plans (if applicable):

Concrete Form Work, Concrete Reinforcement, Concrete Floor Joint Fillers, Cast Concrete Footings, Terrazzo Floors, Masonry Assemblies, Painting, Structural Steel, Steel Joists, Metal Decking, Metal Fabrication and Framing, Storage, Warranties, Rough Carpentry, Finishes, Examination, Finished Carpentry, Laminate Casework, Rough Carpentry, Rigid Insulation, Blanket Insulation, Vapor Retarders, Steel Metal Siding, Cementitious Panels, Exterior Stucco, ThermoPlastic Polyolefin (TPO) Roofing, Sheet Metal Roofing, Tile Roofing, Roof Hatch and Penetrations (joint sealants), Roof Drains, Metal Doors and Frames, Wood Doors, Access Doors & Frames, Overhead Coiling Doors, Anodized Interior and Exterior Sliding Windows, Door Hardware, Automatic Door Operators, Glass & Glazing, Poly Carbonate Glazing, Card Key Access Control Hardware, Gypsum Board Assemblies, Portland Cement, Cementitious Backing Boards, All Tile, Carpet, Tackable Wall Covering, Smart Boards, Acoustical Room Components, Painting, Graffiti Resistant Coating, Ceiling Mounted Acoustic Insulation, Whiteboards, Interior Signage, Metal

Toilet Compartments, Foldable Walls, Toilet & Bath Accessories, IT Racks, Storage Racks, Studio Rigging, Window Shades,

General Fire Suppression Requirements, Automatic Sprinkler Systems, Plumbing Index, General Plumbing Requirements, Common Motor Requirements for Plumbing Equipment, Valves, Piping Insulation, Plumbing Commissioning, Drinking Fountains, Pipe and Pipe Fittings, Domestic Water Systems, Natural Gas Piping Systems, Solid Waste Piping Systems, Roof Draining Systems, Plumbing Fixtures, Demonstration & Trainings, HVAC Index, Common Motor Requirements for HVAC Equipment, Balancing of Mechanical Systems, Mechanical Commissioning, Water Treatment Systems, General Heating, Ventilation, and Air Conditioning Requirements, Motor Requirements for HVAC Equipment, Vibration Isolation and Expansion Compensation, Balancing of Mechanical Systems, Duct Insulation, Mechanical Systems Commissioning, Hydronic Piping Systems, Air Distribution, General Integrated Automation Requirements and Index, Controls for HVAC, Controls and Instrumentation.

General Electrical Index, Provisions, LEED lighting, Lighting Sensors, Low Voltage Conductors, Grounding, Raceways, Boxes, and Fittings, Cable Tray, Electric Systems Commissioning, Low Voltage Transformers, Conditioners, Panel Boards, Cabinets, Wiring Devices and Plates, Motor and Circuit Disconnects, Fuses, Motor Starters, Generators, Surge Suppression Protection Devices, Lighting Equipment, Pathways for Communication Systems, Electronic Safety and Security Index, Elevators, Fire Detection and Alarm System, Commissioning Earthwork, Excavation, Trenching, Fill and Backfill, Drilled Concrete Piers and Shafts, Parking, Landscaping, and Telecommunication Plans.

Appendices – Building's History, LEED Certification and Reports, Geotechnical Reports, Abatement Reports, Commissioning Reports, and Other Reports.

10. Architect and engineers shall work with the Facilities & Planning Director and all University vendors and contractors as needed. Architect/Engineering team shall produce a Telecommunications Plan with recommendations and input from the University's ITS Department.
11. Architect/engineering team shall refine construction cost estimates and present the design and cost estimates to the NMHU Board of Regents at their regular scheduled meetings, specifically at the end of the Design phase.
12. Architect shall work with the Facilities & Planning Director to develop a minimum of one alternate to add to the Construction RFP.
13. Architect shall develop a Furniture Plan, and the Facilities & Planning Director shall be responsible for selecting and purchasing furniture and office equipment.
14. Facilities & Planning Director shall issue university specifications to the Architect and Engineers for various materials and items.



15. Bidding/Offering – production of construction bid/offer documents and management of the RFP process. The Architect or his/her designee shall serve on the search committee to hire the General Contractor for this project.
16. Architect's Construction Administration - Necessitates but is not limited to:
  - A.) attend weekly construction meetings and weekly project site inspections;
  - B.) hire a LEED Consultant and coordinate all LEED tasks;
  - C.) comprehensive and thorough review of monthly pay applications for percentages of work completed; prevent duplicate and over/under payments to the contractor;
  - D.) actively ensure the project remains on schedule;
  - E.) timely response to contractor's requests for information;
  - F.) responsive, accountable, and thorough review of all contractor submittals, change orders, and cost estimates for each phase of the project;
  - G.) architect/engineering team must initiate and implement timely corrective action along each phase of construction if required and/or if budget constraints require it;
  - H.) site observations and corrective action as required to verify conformance with construction drawings, documents, and the budget; and
  - I.) punch list inspection, issuance of Certificate for substantial completion and completion of LEED certification in compliance with current USGBC requirements, professional photographs.
17. Final Inspection - To include project closeout and 11-month warranty inspection. Project closeout services will include one design/process/analysis meeting to assess the implementation of sustainable design and construction requirements are fully met.
18. To work within the proposed schedule and budget constraints, included herein.
19. To work with the designated occupants of the building and NMHU's Facilities & Planning Director in the development of the project program, schematic, and design. Selected A/E Firm will be required to work with NMHU consultants, contractors, and direct hires as needed.
20. Program and design may accommodate special rooms and shops with eye-wash stations where applicable, bottle water fountains in shops, soundproofing, regular-sized offices (120sf) with operable windows, advanced telecommunications equipment, (1) multipurpose conference room with zoom capability, useful/well thought-out storage rooms, special gathering spaces, a small computer lab for Facilities employees, a 75sf custodial closet, sufficient sized rooms for mechanical, electrical, and fire riser; kitchenette/break room, and other rooms/spaces not included herein. Wasteful square footages and dead spaces are to be reduced as much as possible.
21. Architect shall produce a furniture layout. Furniture specifications and ordering will be managed by the Facilities & Planning Director.
22. In 2010, the New Mexico Legislature enacted the Energy Efficiency Standards for Public Buildings. For appropriations made after January 1, 2011, this ACT requires that new buildings, selected additions, or selected building renovations/constructions be designed

and constructed to attain the U.S. Environmental Protection Agency ENERGY STAR qualification, or an alternative, equivalent standard specified by rule of the department. Consequently, the architect/engineering team will be required to include the design, construction, and management of LEED certification requirements and reports, and comply with the Governor's Executive Order 2006-001 and Energy Efficiency Standards for Public buildings. The construction shall achieve a minimum rating of LEED Certified and a minimum delivered energy performance standard of one-half of the U.S. energy consumption for the building type as defined by the U.S. Department of Energy.

23. The Architect shall incorporate the most current ASHRAE standards, New Mexico energy codes, latest fire and safety codes, state and federal regulations, and comply with all ADA accessibility requirements.
24. The Facilities Services building is not considered a historic building and is not on a historic register.
25. The construction will include, but is not limited to new heating, ventilation, air conditioning, new windows/doors, new elevator (if applicable), new roof, new flooring/ceiling tiles, new insulation, completely new plumbing, electrical, lighting, fire, smoke and building control systems.
26. Architect shall work diligently and methodically pulling from all levels of expertise so that the schematic, design, and construction aspects of the project shall result in minimal change orders.
27. The assigned NMHU Facilities management team will provide program and operational support through all phases of the project.
28. NMHU intends to contract with the design team that has demonstrated the best experience and expertise in the following:
  - A.) Design and Construction expertise of higher education facilities;
  - B.) Experience with designing university support buildings;
  - C.) Clear understanding of the site, the campus community, and the function of the building. (Provide with your proposal a preliminary concept of how your team sees this building in relation to the overall campus).
  - D.) Coordinating and collaborating with a client group through a systematic analysis and resolution of complex planning, schematic, design, budget, and construction issues; and
  - E.) Providing timely, accurate, accountable, reliable, and responsive services to an IHE client throughout the planning, schematic, design, and construction phases of a project.

## **SECTION IV GENERAL TERMS AND CONDITIONS**

### **1. PROPOSED SCHEDULE**

Architectural and engineering firm is required to provide a preliminary schedule for 1) programming, 2) schematic, 3) design & LEED, 4) construction documents, 5) parking plan, furniture layout, 6) contracts/permits, 7) mobilization, 8) landscaping plan if applicable, and 9) Other.

### **2. PRE-PROPOSAL MEETING AND SITE VISIT**

A site visit at the Facilities Services building will be held on April 3, 2023 at 10am. The Facilities Services building is located at 1051 11<sup>th</sup> Street on the NMHU main campus in Las Vegas, NM 87701.

### **3. PROPOSED FEE**

Architect & Engineering Fee: The Architect and engineers shall design and produce construction drawings that do NOT EXCEED \$2.7 million dollars, which includes GC's Overhead + Profit + Bond (excluding NMGRT) and university contracts and purchases.

The Architect/Engineering Fee shall remain FIXED and shall NOT EXCEED 12% of the \$2.7M construction budget or (\$324,000) (excluding NMGRT). The A/E Fixed Fee includes reimbursables, all travel and meals, printing, presentations, meetings, engineering, consultants, LEED, construction drawings, renderings, and modeling.

NMHU reserves the right to revise the scope of work for this project and adjust the proposed fee (under section 3) accordingly.

### **4. 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 Contractor 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 Contractor from proceeding with the contract as changed.

## **COMPENSATION & BILLING SCHEDULE**

**ALLOWABLE A/E FEES:**

Fixed Fee not to exceed 12% of the Construction Budget of \$2.7M or (\$324,000)

NMGRT @ \_\_\_\_\_ % (Based on Location)

Fixed Fee includes reimbursables, all travel and meals, printing, construction drawings, renderings, modeling, and professional photographs.

**TOTAL CONTRACT SUM:**

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**BILLING**

PROGRAMMING 5%

SCHEMATIC PHASE 10%

DESIGN PHASE 15%

CONSTRUCTION DOCUMENTS 30%

CONSTRUCTION ADMINISTRATION 30%

CLOSE OUT, FINAL ACCEPTANCE, CERTIFICATE OF OCCUPANCY 10%

11-MONTH POST SUBSTANTIAL COMPLETION INSPECTION AND REPORT 0%

NMHU intends to negotiate with the selected A/E firm to identify the critical calendar dates for completion of design work and construction documents. Liquidated damages shall be applied to the architectural and engineering contract, as well as subcontractors hired by the University for failure to meet the approved project schedules/deadlines as may be modified by mutual agreement.

The selected firm must show extensive experience with similar facilities. Your Statement of Qualification should include:

- A.) Summary of the Firm's history and qualifications of key members, number of years of experience, with complete disclosure of all partners and subcontractors;
- B.) Relevant experience (preferably the last five, most current academic buildings worked on), including the term (start to finish), a detailed description, initial and final budget per project, change order information, timeline per project, awards if any, and contact references.
- C.) Specific experience that would further convey your team's qualifications for this project; and
- D.) Last three years of firm's financial statements. If submitting proposal online through vendorregistry.com, attach a separate file titled Financials. If Offeror is submitting Proposal via mail or courier, include in a separate envelope within Proposal. Package must be postmarked by 2:00 PM May 5, 2023. Offeror shall provide instructions to NMHU on how to dispose of document by destruction (shredding) or if Offeror wishes to have documents returned.

**4. REFERENCES**

Offeror must furnish a minimum of five (5) references that Offeror has provided similar services to within the last five most current projects, within the last 3 years. The organizations name, a contact, telephone number, and a brief description of the items and services provided are required for each reference. Failure to submit the information may result in your proposal being considered as non-responsive. Offeror, by furnishing these references, agrees to allow NMHU to contact any persons and /or organizations listed, and to utilize information obtained in evaluation of the proposal.

**5. PRESENTATIONS**

NMHU chooses to invite Offerors to make presentations and answer questions asked by the search committee. The highest rated Offerors may be asked to do a presentation to the university's committee and/or its Board of Regents. NMHU reserves the right to invite as many Offerors as necessary. Prior to the presentations and with adequate time, NMHU 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 a Offeror does not guarantee an Award. An Award will be made only after NMHU and Offeror complete successful negotiations/clarifications if needed. **The continuation of an executed Contract is dependent on the acquisition of State funding for this project.**

**7. CONSULTANTS**

If Offeror seeks the assistance of any outside consultant or firm, the request must receive prior written approval of NMHU staff.

The Offeror must list all subcontracting firms and engineers who will be hired by the Offeror on the Facilities Services Construction project. The University reserves the right to request that the Offeror select a different subcontractor or engineering firm if the University has experienced poor workmanship from any of the subcontractors or firms listed by the Offeror.

**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 2 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. **Offerors are encouraged to keep their technical proposal packets within twelve pages and for their packets to be properly tabbed.**

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 be in compliance will be rejected from further consideration. NMHU will determine if the Proposal is in compliance. Proposals which are not rejected will then be evaluated based upon the following weighted criteria. There is a maximum number of one-hundred (100) points that may be awarded.

	<u>Description</u>	<u>Weight</u>
1.)	Document achievement, quality, innovativeness, and successful completion of the last five renovated or constructed academic buildings in New Mexico. Include initial and final budget, change order information, timeline, and size (GSF) of projects). List awards if any. ....	.25%
2.)	Design and construction management expertise in working with a client group through systematic analysis and resolution of complex planning, design, construction, and project budget issues. List relevant professional qualifications and competencies of the team proposed for this project, including all the consultants, how long you have worked with them, and their contact information. ....	.25%
3.)	Experience in providing timely and accurate cost information integral to the planning, design, and construction process. Ability to design within the limitations of the project budget, and assurances that the construction drawings will be done in a manner that ensures construction costs do not exceed the budget. ....	.25%
4.)	Demonstrated understanding of the university and the campus community. ....	25%
<b>Total</b>		<b>100%</b>

**Applicants who rate highest may be asked to make presentations to the university Committee or the Board of Regents as part of the overall selection process, and will be asked to respond to questions and explain why their firm is the best and most qualified to perform this project. The NMHU Committee in conjunction with the Purchasing Director will make recommendations on source selection.**

## **SECTION VI SUBMITTAL PROCEDURES**

### **1. NUMBER OF PROPOSALS**

Offeror is to submit **five (5)** complete copies of their Proposal when submitting through carrier service or in person.

### **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 #23-022 to be received by 2:00 PM on May 5, 2023."**  
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 #23-022  
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 #23-022  
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 #23-022  
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.

### 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 mailed, by facsimile 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, telegraphic, 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 the 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 oral presentation to the committee. The committee will determine the schedule for the oral presentations. The top rated Offerors will then be scheduled to be interviewed by the University Board of Regents. The Board may make recommendation to the Purchasing Director as to selection of Offeror. 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 1**

**ADDENDUM ACKNOWLEDGEMENT FORM**

**ADDENDUM ACKNOWLEDGEMENT**

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

<b>Addendum Number</b>	<b>Date</b>
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**ATTACHMENT 2**

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

**Conflict of Interest**

- 1.) No employee or Regent of New Mexico Highlands University 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 or member of the NMHU Board of Regents;
- 3.) Contractor did not participate directly or indirectly in the preparation of specifications upon which the Proposal is made;
- 4.) If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify Legislator(s):  
\_\_\_\_\_;
- 5.) List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was a NMHU employee within the preceding twelve (12) month period; and
- 6.) In accordance with NMHU policy, an award cannot be made to a firm in which current or recent (last twelve [12]) 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 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)

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**(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.

This Request for Proposal shall be evaluated on preference as stated in Sections §13-1-21 and §13-1-22 N.M.S.A. 1978.

"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):**

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**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:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$6M allowing me the 10% resident veteran 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 #23-022  
NGIP: 90610**

This Request for Proposal is to seek out the services from an architectural, engineering and planning firm to provide the programming, planning, design, construction drawings, and construction administration with 12-month warranty, and inspection services for the New Mexico Highlands University demolition and construction of a new Facilities Services building located at 1051 11<sup>th</sup> Street on the main campus in Las Vegas, New Mexico.

A site visit at the Facilities Services building will be held on April 3, 2023 at 10am. The Facilities Services building is located at 1051 11<sup>th</sup> Street on the NMHU main campus in Las Vegas, NM 87701.

All proposals must be in NMHU's Purchasing Department prior to **2:00 pm** local time on **May 5, 2023**. Proposals received after that time shall not be accepted. Proposals shall 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 his proposal for ninety (90) calendar days after the actual date of the opening.

RFP documents may be obtained by emailing [rfp@nmhu.edu](mailto:rfp@nmhu.edu).