

NEW MEXICO HIGHLANDS UNIVERSITY

REQUEST FOR PROPOSAL #23-010

ARCHITECTURAL & ENGINEERING SERVICES AS NEEDED

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 New Mexico Highlands University located at 904 National Avenue.			
Date Request For Proposal Issued: January 4, 2023		Date and Time Request for Proposal Is Due: Prior to 2:00 pm local time on January 31, 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 RFP 23-010, 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 make an award to multiple Offerors.** NMHU also 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 Proposals may not be withdrawn from Offeror for ninety (90) calendar days after the actual date of the closing.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 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 aflure@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	January 4, 2023
Last Day to Submit Requests for Clarification	5:00 PM, January 25, 2023
Proposal Submittal Deadline	2:00 PM on January 31, 2023
Receipt/Screening of Proposals	January 31, 2023
Evaluations of Proposals	Approximately (2) weeks, From Receipt of Proposals
Negotiations, if Required	TBD
Award of Contract	TBD
Award of Purchase Order	TBD
Protest Period	TBD
Performance Start	TBD

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 with a 12-month warranty, and inspection services for projects as needed located on NMHU owned land. The project team shall include all architectural and engineering services as required for the design and renovation of special projects.

2. BUILDING DESCRIPTION AND SITE LOCATION

As needed on main campus located at in Vegas, NM 87701 in addition to Centers located in New Mexico.

3. SERVICES

- A) Upon the RFP being awarded, the the A&E firm(s) selected shall be placed on an on-call list to work on university capital outlay or special projects as needed for up to a period of four years. **RFP Term:** After the fourth year, this RFP's term shall end, and a new RFP may be advertised.
- B) Total funding for the construction part of a project is variable. Square footage shall vary per project. The program, schematic, design, and construction documents are expected to take approximately 1 month to 10 months to complete depending on the complexity of each project.
- C) If applicable, the University may hire vendors directly, and the A&E firm(s) selected shall need to coordinate and work seamlessly with all vendors as required.
- D) 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 each project's construction budget. This will require the architect and engineer(s) to approach the design and drawings of each project in a practical and economical manner.

SECTION III SCOPE OF WORK

The architect/engineer team's scope of work may include but is not limited to the following basic architectural and engineering services where applicable to jobs and projects as assigned:

1. PROJECT PROGRAMMING

Space use and functionality assessments with user groups, technological requirements, and prioritized scheduling.

2. SCHEMATIC DESIGN

Input and recommendations from the Facilities & Planning and ITS Directors; review and edits/changes by the Facilities & Planning Director; if applicable, preparation and presentation to the NMHU Board of Regents of conceptual design; analysis of space allocations, preliminary materials and system recommendations, and briefing.

3. SITE & PARKING PLANS

Development of a Site Plan that includes an NM Higher Education Department Parking Plan Form, etc.

4. DESIGN DEVELOPMENT

Design development will follow the approval of the schematic design and include architectural, civil, structural, other designs as applicable, and a cost analyses and presentation to the NMHU Board of Regents if applicable. Input and recommendations from the NMHU Facilities & Planning Director shall be incorporated into each Design. The Architect and engineers shall design and produce construction drawings that do NOT EXCEED the construction budget.

5. IMPORTANT NOTE ON CONSTRUCTION DOCUMENTS/PLANS

The Architect will design the plans to include fire safety and the fire suppression system if applicable. 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. Final Design and Construction Drawings shall not result in additional square footage if applicable. The University intends that the design and construction drawings shall be completed by the architect and engineers by all methods necessary so the final budget does not exceed the construction budget of each project. This will require the architect and engineer(s) to approach the design and drawings on this project in a careful, practical, and economical manner. If the budget of a project is exceeded by more than 10%, A&E Firm will be responsible for adjusting any new drawings related to a project at no cost.

6. IMPORTANT NOTE ON GENERAL CONTRACTORS

The University shall directly hire, if applicable, the access controls vendor who will purchase all materials and provide equipment to install the access control locks on the exterior doors in accordance with the construction documents. **If applicable, the primary GC** will perform all other demolition, renovation, carpentry, construction, purchase of materials/equipment necessary to perform all other aspects of the renovation in accordance with the construction documents. The General Contractor and access control vendor shall work seamlessly and in coordination with one another to ensure a seamless project.

7. FURNITURE PLAN

If applicable, the Architect shall produce a furniture plan that includes specifications and quantities. The final selection and purchase of equipment and furniture will be performed NMHU.

8. PROJECT MANUAL

If applicable, 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.

9. COMPLETE TECHNICAL SPECIFICATIONS

If applicable, the following will be required:

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, Aluminum Clad Doors, Wood Doors, Access Doors & Frames, Overhead Coiling Doors, Aluminum Entrances and Storefronts, Aluminum Interior and Exterior Clad 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 and Reports, Geotechnical Reports, Abatement Reports, Commissioning Reports, and Other Reports.

10. **TELECOMMUNICATIONS PLAN**

Architect and engineers shall work with the Facilities & Planning Director and all University vendors as needed. Architect/Engineering team shall produce a

Telecommunications Plan with recommendations and input from the University's ITS Department if applicable.

11. **CONSTRUCTION COST ESTIMATES**

If applicable, 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 before the Design phase and at the completion of the Construction Drawings.

12. **ALTERNATE**

If applicable, architect shall work with the Facilities & Planning Director to develop a minimum of one alternate to add to the Construction RFP.

13. **SPECIFICATIONS**

Facilities & Planning Director shall issue university specifications to the Architect and Engineers for various materials and items.

14. **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 projects if applicable.

15. **CONSTRUCTION ADMINISTRATION**

Architect's Construction Administration - Necessitates but is not limited to:

- A.) attend weekly construction meetings and weekly project site inspections;
- B.) comprehensive and thorough review of monthly pay applications for percentages of work completed; prevent duplicate and over/under payments to the contractor;
- C.) actively ensure the project remains on schedule;
- D.) timely response to contractor's requests for information;
- E.) responsive, accountable, and thorough review of all contractor submittals, change orders, and cost estimates for each phase of the project;
- F.) architect/engineering team must initiate and implement timely corrective action along each phase of construction if required and/or if budget constraints require it;
- G.) site observations and corrective action as required to verify conformance with construction drawings, documents, and the budget; and
- H.) punch list inspection, issuance of Certificate for substantial completion and completion of LEED certification in compliance with current USGBC requirements, professional photographs.

16. **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.

17. **PROPOSED SCHEDULING**

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

18. **ADDITIONAL REQUIREMENTS**

- a. To work within the proposed schedule and budget constraints, included herein.
- b. 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 and direct hires as needed.
- c. If applicable, program and design may accommodate special rooms and soundproofing, regular offices (130 sf), learning classrooms with smart boards and advanced telecommunications equipment, multipurpose conference rooms, useful/well thought-out storage rooms, special gathering spaces and study rooms, a computer lab, lecture hall with modern telecommunications equipment; sufficient sized rooms for mechanical, electrical, and fire riser; sufficiently sized custodial closet (75 sf) on both floors; kitchenette/break room, and other rooms/spaces not included herein. Wasteful square footages and dead spaces are to be eliminated as much as possible.
- d. If applicable, Architect shall produce a furniture layout. Furniture specifications and ordering will be managed by the Facilities & Planning Director.
- e. 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 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. All major renovations over \$1M 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.
- f. Architect shall bring the building up to the most current ASHRAE standards, New Mexico energy codes, latest fire codes, and comply with all ADA accessibility requirements, to name a few.
- g. Major renovation in excess of \$1M shall include, but not be limited to new heating, ventilation, air conditioning, new windows/doors, new elevator, new roof, new flooring/ceiling tiles, new plumbing, electrical, lighting, fire, smoke and building control systems.
- h. 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.

- i. The assigned NMHU Facilities management team will provide program and operational support through all phases of the project.
- j. NMHU intends to contract with the design team that has demonstrated the best experience and expertise in the following:
 - i. Design, Construction and Renovation expertise of higher education facilities;
 - ii. Experience with designing university academic buildings;
 - iii. 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).
 - iv. Coordinating and collaborating with a client group through a systematic analysis and resolution of complex planning, schematic, design, budget, and construction issues; and
 - v. 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. LENGTH OF PROPOSAL

Offerors are required to keep their proposal within twelve (12) pages. Double –sided printed pages will count for two (2) pages. The following will not count towards the limit of twelve (12) pages:

- 1.) Tab Dividers, provided that the text or graphics on the dividers are only the tab numbers and section titles;
- 2.) Acceptance of Terms and Conditions of RFP Form (page 2 of this document);
- 3.) Addenda Acknowledgement Form (Attachment 1);
- 4.) Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
- 5.) Campaign Contribution Disclosure Form (Attachment 3);
- 6.) New Mexico Business Preference Form (Attachment 4), if applicable;
- 7.) Resident Veterans Preference Form (Attachment 5), if applicable;
- 8.) Cost Proposal (Submit in a separate envelope if submitting by mail or in person. If submitting via VendorRegistry.com, submit as separate document file titled Cost Proposal)
- 9.) Financial Statements (Submit in a separate envelope if submitting by mail or in person. If submitting via VendorRegistry.com, submit as separate document file titled Financial Statements)

Any response that exceeds the referenced page limitation shall have a deduction of 10 points taken from each evaluation committee member’s Technical Proposal score. If there are any questions regarding format requirements, please contact the NMHU Procurement Contact prior to submission of Documents.

2. SUBMITTALS AND ORGANIZATION OF PROPOSAL

RFP to be organized in the following order. Respond to all questions and submission requirements in the following Tabs.

TAB 1 - Summary of Firm’s History and Qualifications

Provide 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. Include 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.

TAB 2 – Design an Construction Expertise & Experience

Provide 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, size (GSF) of projects, awards if any, and contact references.

Include specific experience that would further convey your team's qualifications for this project.

TAB 3 – Budgetary Experience

Demonstrate experience in providing timely and accurate cost information integral to the planning, design, and construction process. Show ability to design within the limitations of a project budget and assurances that construction drawings will be done in a manner that ensures construction costs do not exceed the budget.

TAB 4 – References

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.

TAB 5 – Understanding of Campus Community

Provide your demonstrated understanding of the University and the campus community.

3. COST PROPOSAL

The Offeror shall provide an hourly rate for their services. If there are any line item breakdowns for different types of services, please list these individually.

In addition, Offeror shall provide their current baseline percentage of MACC. Each project will be negotiated, however, this figure will be used to understand current market conditions.

The Offeror shall provide Financial Statements from the last three years. If submitting proposal online through vendorregistry.com, please upload as a separate file. mail this information to address given for Proposal Submittal. If Offeror is submitting Proposal via mail or courier, include in a separate envelope within Proposal. Offeror shall provide instructions to NMHU on how to dispose of document by destruction (shredding) or if Offeror wishes to have documents returned.

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.

5. 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
- 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 all future projects.

6. 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 work with the Offeror on NMHU projects. 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.

7. PERIOD OF PERFORMANCE

This Award shall be effective on the date the Contract is signed by duly authorized individuals from NMHU and Contractor. The Award may be for up to four (4) years from the effective date of the Contract. The Award can be renewed if such renewal is mutually agreed to and found to be in the best interest of NMHU. The Contract shall not exceed four (4) years including all renewals. Renewals must be mutually agreed upon.

8. PROTEST

In accordance with Section §13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with a solicitation or the award of a contract may protest to the Procurement Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to:

New Mexico Highlands University Attn: Aaron Flure
P.O. Box 9000
Las Vegas, NM 87701 Or aflure@nmhu.edu

The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.

9. 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 University 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 University shall be repaid by Contractor upon demand.

10. AUTHORIZED AGENT

Contractor agrees that the performance of all Services required under the terms and conditions of the RFP, addendums, Proposal and subsequent changes to the Contract are to be subject to the direction of NMHU or person designated by NMHU. Such person designated by NMHU shall be the Authorized Agent representative of NMHU.

All Services are to be performed only after the Authorized Agent has given approval to perform the Services. All information or direction desired or required by the Contractor for the performance of his Services hereunder shall be obtained from said Authorized Agent and representative.

11. 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

The selected firm(s) will comply with NMHU requests regarding the following compensation and billing schedule for each project:

COMPENSATION & BILLING SCHEDULE

ALLOWABLE A/E FEES:

Fixed Fee (_____ % of each construction budget)

NMGRT @ _____ % (Based on Location)

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

Billing Schedule for Projects (if applicable)

PROGRAMMING 5%

SCHEMATIC PHASE 10%

DESIGN PHASE 20%

CONSTRUCTION DOCUMENTS 25%

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 for each job or project individually. 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(s) must show extensive experience with similar facilities. Your Statement of Qualification should include:

The Architect/Engineering Fee shall remain FIXED and shall be negotiated based on each project's construction budget. If applicable, the A/E Fixed Fee includes, reimbursables, all travel and meals, printing, construction drawings, renderings, and modeling.

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

12. NEW MEXICO LAW PREVAILS

The place of performance of any resultant Contract of this RFP shall be the State of New Mexico. This Contract shall be construed, interpreted and enforced according to the laws of the State of New Mexico, and all claims and disputes shall be brought in the State courts of the State of New Mexico.

13. USE OF CONTRACT

All State of New Mexico agencies, commissions, institutions, political subdivision, and local bodies allowed by law are authorized to purchase from this agreement, pursuant to section 13-1-129 (NMSA 1978)

14. 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
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. 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 community25%
Total		100%

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. Offeror is to submit **one (1)** copy when submitting through vendorregistry.com.

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 # 23-010 to be received by 2:00 PM on January 31, 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, United States Postal Service, FedEx, United Parcel Service or other carrier:**
New Mexico Highlands University
Post Office – Receiving
Attn: Purchasing Department-RFP #23-010
800 National Avenue
Las Vegas, NM 87701
800 National Avenue

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, 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:

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

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) _____

(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 #23-010**

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.

All proposals must be in NMHU's Purchasing Department prior to **2:00 pm** local time on **January 31, 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 thirty (30) calendar days after the actual date of the opening.

RFP documents can be obtained by emailing rfp@nmhu.edu, or by contacting Mr. Aaron Flure at aflure@nmhu.edu 505-454-3053.

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