

NEW MEXICO HIGHLANDS UNIVERSITY

**REQUEST FOR PROPOSAL # 23-021
CONSULTING SERVICES FOR SCOPING AND ACTION PLAN DEVELOPMENT**

<p>New Mexico Highlands University with New Mexico Forest and Watershed Restoration Institute requests consultant services related to Scoping and Action Plan Development for the SWERI IJA ReShape Project. This project includes the inventory of geospatial fuel treatment and wildfire data products, identifying web interface and web application options, determining database architecture and design, and developing an outreach strategy. Consultant will co-develop with agency program coordinators and technical support team members a comprehensive action plan that outlines the specific tasks and deliverables needed to advance this project.</p>			
<p>Date Request for Proposal 23-021 Issued: March 28, 2023</p>		<p>Date and Time Request for Proposal Is Due: Prior to 2:00 pm local time on April 18, 2023</p>	
<p>NMHU Point-of-Contact: Mr. Aaron Flure Director of Purchasing</p>	<p>Email: aflure@nmhu.edu</p>	<p>Phone Number: (505) 454-3053</p>	<p>Fax Number: (505) 454-3109</p>

RFP CONDITIONS

New Mexico Highlands University (hereinafter called “NMHU”) is seeking responses (hereinafter called “Proposal”) for the services as requested in this Request for Proposal Number 23-021, its attachments and subsequent addendums (hereinafter called “RFP”). You/your firm’s (hereinafter called “Offeror”) Proposal is to provide responses to all of the requirements set forth within the RFP.

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 Proposals may not be withdrawn from Offeror for ninety (90) calendar days after the actual date of the closing.

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

ACCEPTANCE OF TERMS AND CONDITIONS OF RFP FORM

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

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

 Name of Firm Tax Identification No.

 Authorized Representative Name Title

 Signature Date

Provide point of contact of Offeror:

 Name Title

 Mailing Address

 Telephone Number(s) Fax Number

 Email Address

SECTION I GENERAL INFORMATION

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PROPOSAL SCHEDULE

ALL DATES AND TIMES ARE SUBJECT TO CHANGE

Issuance of RFP	March 28, 2023
Site Visit	N/A
Last Day to Submit Requests for Clarification	April 11, 2023, 5:00 PM MDT
Proposal Submittal Deadline	April 18, 2023 2:00 PM MDT
Receipt/Screening of Proposals	April 18, 2023
Evaluations of Proposals	Approximately (1) week or less from Receipt of Proposals
Negotiations, if Required	Approximately (1) week or less from Receipt of Proposals
Conclusion of Negotiation, Final Offer Due	Approximately (1) week or less from Receipt of Proposals
Award of Contract	TBD, Preferable before April 28, 2023
Award of Purchase Order	TBD, Preferable before April 28, 2023
Protest Period	TBD
Performance Start	TBD, Preferable before May 01, 2023

SECTION II PURPOSE, BACKGROUND INFORMATION AND SPECIFICATIONS

1. PURPOSE

New Mexico Highlands University with New Mexico Forest and Watershed Restoration Institute requests consultant services related to Scoping and Action Plan Development for the SWERI IIA ReShape Project. This project includes the inventory of geospatial fuel treatment and wildfire data products, identifying web interface and web application options, determining database architecture and design, and developing an outreach strategy. Consultant will co-develop with agency program coordinators and technical support team members a comprehensive action plan that outlines the specific tasks and deliverables needed to advance this project. This is a five-year project, but this RFP covers year one and is limited to \$350,000. The action plan developed in year one will be used as a roadmap to help complete the project which will be conducted under a separate future RFP. With an advisory team, the consultant will work with Department of the Interior (DOI), USDA Forest Service, and non-federal entities to ensure our scoping is extensive and sensitive to existing people, programs, products and platforms relating to cross-boundary fuel treatment data.

2. BACKGROUND INFORMATION

The New Mexico Forest and Watershed Restoration Institute located at New Mexico Highlands University, as part of The Southwest Ecological Restoration Institutes (SWERI), were included in a provision of the 2021 Infrastructure Investment and Jobs Act (see language below and in Scope of Work).

This contract will be limited to the Scoping and Action Plan Development Phases of subsections A and B of the provision and occur over the course of 12 months.

The 2021 Infrastructure Investment and Jobs Act includes a provision regarding the Southwest Ecological Restoration Institutes that states:

Section 40803(c)(8) (16 U.S.C. 6701 et seq.)—

(A) to compile and display existing data, including geographic data, for hazardous fuel reduction or wildfire prevention treatments undertaken by the Secretary of the Interior or the Secretary of Agriculture, including treatments undertaken with funding provided under this title;

(B) to compile and display existing data, including geographic data, for large wildfires, as defined by the National Wildfire Coordinating Group, that occur in the United States.

SECTION III SCOPE OF WORK

DESIRED SCOPE OF WORK

NMFWRI requests consultant services related to Scoping and Action Plan Development to compile and display existing data, including geographic data, for hazardous fuel reduction or wildfire prevention treatments undertaken by the Secretary of the Interior or the Secretary of Agriculture, including treatments undertaken with funding provided under this title and; to compile and display existing data, including geographic data, for large wildfires, as defined by the National Wildfire Coordinating Group, that occur in the United States. ESRI software products are preferred for the development and completion of this project.

Task 1. Help to Inventory Fuel Treatment and Wildfire Data Products

Help to identify and inventory potentially overlapping, parallel, and closely aligned existing federal, state, and cross-boundary fuel treatments programs, mapping, and assessment efforts. The range of additional tasks for this component includes:

- a) Document existing authoritative State, Federal, and cross-boundary fuel treatment data. This inventory process is underway, and help is needed to review and organize geospatial data.
- b) Document complementary/potential important auxiliary databases that are publicly available; determine publicly available data sharing policy.
- c) Develop and maintain a list of key contacts to assist us in gathering, maintaining, and refreshing data layers.
- d) Identify and inventory national current and historic wildfire spatial datasets.
- e) Deliverables for Task 1 include a report synthesizing information gathered in steps a-d.

Task 2. Identify Web Interface and Web Applications Options

Identify range of potential web applications and online platforms for displaying spatial and tabular data for the national database

- a) Identify range of basic online viewing and search functions, and interfaces/wrappers that may meet audience needs identified in terms of ease of use, reporting functionality, and the like.
- b) Determine geographic regions to display and integrate existing hazardous fuel reduction or wildfire prevention treatment datasets.
- c) Deliverables for Task 2 include a presentation and a report with potential web applications and online platforms for displaying spatial and tabular data for the national database.

Task 3. Database Architecture / Design

Determine appropriate database structure in coordination with advisory team, technical experts, and agency collaborators.

- a) Determine appropriate technical infrastructure and support services for a web-based geospatial data display, delivery and reporting system (i.e., the web interface and associated hardware and software, and technical support needs).
- b) Determine spatial and tabular data integrity and sustainability needs.
- c) Provide direction and help identify a metadata strategy.
- d) Develop a process for assessing and incorporating emerging technologies/needs.
- e) Deliverables for Task 3 include a presentation and a report appropriate synthesizing information gathered in steps a-d.

Task 4. Outreach Strategy Development

Help develop a public-facing outreach strategy for the project going forward. Outreach strategy is limited to developing ideas and approaches needed to reach a large national audience. The actual work will be undertaken in future phases. Deliverables for Task 4 include a presentation and a report outlining an outreach strategy for the national database and web applications.

Task 5. Other Requirements

- a) Project coordination and management required for the previous tasks.
- b) Help develop a final document with action plan strategies for the project.
- c) Weekly virtual meetings with SWERI working group.
- d) One in-person meeting required (location to be co-determined in either CO, AZ, NM or ID).

More information about this project can be found at this website: <https://sweri.org/reshape-project/>

SECTION IV GENERAL TERMS AND CONDITIONS

1. 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.

2. REFERENCES

Offeror must furnish three (3) References that Offeror has provided similar services to within the last 5 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.

3. 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 will be for one (1) year 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. These renewals would be in one (1) year increments and is not to exceed three (3) renewal years. The Contract shall not exceed four (4) years including all renewals. Renewals must be mutually agreed upon.

4. BUDGET

Contractor will be required to stay within the \$350,000 operational budget provided by NMFWR. No overages will be allowed.

5. PRESENTATIONS

NMHU may choose to invite Offerors to make presentations and answer questions asked by the search committee. 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

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 NMHU reserves the right to negotiate with Offerors. Issuance of an Intent to Negotiate with Offeror does not guarantee an Award. An Award will be made only after NMHU and Offeror complete successful negotiations/clarifications if needed.

7. INSURANCE

Without limiting any liabilities or any other obligation of Offeror, Offeror shall purchase and maintain (and cause its sub-offerors to purchase and maintain), in a company or companies lawfully authorized to do business in the state of New Mexico, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage as follows:

- a. Offeror will be required to maintain at Offeror's cost, the minimum following insurance coverage for the duration of this contract and shall provide a Certificate of Insurance, listing NMHU as additional insured with the following language: "New Mexico Highlands University (NMHU) is recognized as additional insured for NMHU Request for Proposal Number 23-003
- b. One hundred thousand dollars (\$100,000) in Worker's Compensation Insurance;
- c. One million dollars (\$1,000,000) in Commercial General Liability Insurance, or the equivalent, per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, contractor's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU." if applicable;
- d. Two hundred thousand dollars (\$200,000) in Business Automobile Liability Insurance, or the equivalent, per accident with respect to Offeror's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of any Services.

The Certificate of Insurance shall be in a format acceptable to NMHU. Such Certificates shall be filed with NMHU and shall also contain the following statements:

"The Regents of New Mexico Highlands University, New Mexico Highlands University, its agents, servants and employees are held as additional named insured."

And

"The insurance coverage certified herein shall not be cancelled or materially changed except after the insurer endeavors to provide forty- five (45) days written notice to the Owner."

Certificate of Insurance shall be forwarded to:

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

The University reserves the right to request and receive certificates of Insurance evidencing the required policies and endorsements within ten (10) Calendar days of the signing of this Contract.

8. FAILURE TO MEET REQUIREMENTS

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

9. 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.

10. 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

11. REQUIRED AND INFORMATIONAL FORMS

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

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

SECTION V EVALUATION COMPONENTS

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

Offerors shall ensure that all the information required herein be submitted with their Proposal. All information provided should be verifiable by documentation requested by NMHU. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the Proposal or rescission of the Contract. Offerors are encouraged to provide any additional information describing any additional abilities. **Each Proposal will be evaluated on the basis of its content, not length, and must be limited to no more than sixty (60) pages and include the following:**

1. Acknowledgement Form (Attachment 1);
2. Table of Contents
3. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
4. NM Business Preference/Resident Veteran Preference Form (Attachment 3);
5. Campaign Contribution Disclosure Form Attachment (4);
6. Executive Summary
 - a. Please provide a high-level overview of your Proposal.
7. Project Proposal Plan of Work
8. References
9. Evaluation Criteria

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

SELECTION CRITERIA

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

<u>Description</u>	<u>Weight</u>
<u>Capabilities of Service Offered:</u>.....	15%
NMHU will evaluate the ability, capacity and skill of the respondent to perform the work.	
<u>Experience and Qualifications:</u>.....	20%
History of the company with similar projects, experience as it relates to the requirements in this RFP, evidence of past performance, quality of past work.	

Project Approach:25%
Overall approach and strategy described in the proposal and capacity to perform the project within the specified timeframe

Technical Ability:.....20%
Company has in-depth knowledge and expertise working with geospatial data, web mapping applications, and geodatabase architecture/design.

Value for Services Offered:.....15%
Value for Services Offered- Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation.

Cost:5%
The respondent is to submit a cost to perform all aspects in the Scope of Work inclusive of any applicable taxes or other typical fees. The total cost is not to exceed \$350,000 .

Total	100%
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SECTION VI SUBMITTAL PROCEDURES

1 NUMBER OF COPIES

Offeror is to submit **four (4)** 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 #23-021 to be received by 2:00 PM on April 18, 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 #23-021
800 National Avenue
Las Vegas, NM 87701
- 2.) **If via United States Postal Service, FedEx, UPS, or other carrier:**
New Mexico Highlands University
Post Office – Receiving
Attn: Purchasing Department-RFP #23-021
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:

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 #23-021**

NMHU with New Mexico Forest and Watershed Restoration Institute requests consultant services related to Scoping and Action Plan Development for the SWERI IJJA ReShape Project. This project includes the inventory of geospatial fuel treatment and wildfire data products, identifying web interface and web application options, determining database architecture and design, and developing an outreach strategy. Consultant will co-develop with agency program coordinators and technical support team members a comprehensive action plan that outlines the specific tasks and deliverables needed to advance this project.

All proposals must be in NMHU's Purchasing Department prior to **2:00 pm** local time on **April 18, 2023**. Proposals received after that time will not be accepted. Proposals will not be opened publicly.

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

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

RFP 23-021 will be available and solicited through Vendor Registry at:
<https://vrapp.vendorregistry.com>.

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

To register at Vendor Registry, follow three steps below:

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