



NEW MEXICO HIGHLANDS UNIVERSITY
REQUEST FOR PROPOSAL 19-006-8
LEASE AND OPERATION OF GENE TORRES GOLF COURSE
NIGP Code 98831

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A. PURPOSE

NMHU is seeking proposals from interested businesses or individuals to operate its Gene Torres Golf Course located at 200 Mills Avenue, Las Vegas, NM 87701. The successful Offeror will operate and maintain all aspects of the Golf Course and work in concert with existing contracts related to the Golf Course.

B. BACKGROUND INFORMATION

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

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

What does a 160-year-old fort have in common with great skiing?

Or world-class art and music have in common with three state parks? They're all in New Mexico Highlands University's backyard. Northern New Mexico is truly a unique location, and Highlands' main campus location along the historic Santa Fe Trail is the launching point for everything Northern New Mexico has to offer. On a short drive from campus, you can experience remote villages ignored by time, slopes that will invigorate all levels of skiers and snowboarders, and historic and cultural sites unlike any in the world. Las Vegas, a friendly town of 16,000, contains more than 900 buildings on the Historic Register and is located between the world-renown art markets of Santa Fe and Taos. Find out more about Las Vegas at www.visitlasvegasnm.com or see everything New Mexico has to offer at www.newmexico.org.

About NMHU

New Mexico Highlands University is a public, state-run institution located in Las Vegas, New Mexico, with centers in Santa Fe, Rio Rancho, Farmington and Roswell, offering undergraduate and graduate degrees. For accreditation information, [click here](#).

C. SCOPE OF PROCUREMENT

1. DESIRED SCOPE OF WORK

- A. NMHU is accepting proposals for the Lease and Operation of the Gene Torres Golf Course, owned by NMHU. The lessee will be expected to assume complete responsibility for the operation, maintenance, repair, and capital improvements of the golf course during the term of the lease. The course shall be maintained as a public, non-exclusive facility.
- B. The selected Offeror shall have the exclusive right to operate the golf course, pro shop, and maintenance warehouse in a manner that the Offeror determines most effective. The Offeror shall set Golf Course rates and staffing levels.
- C. The selected Offeror shall be required to maintain and improve the current condition of the course and keep it open during the term of the lease.
- D. Gene Torres Golf Course is located at 200 Mills Avenue, Las Vegas, NM 87701.
- E. NMHU shall make available, as part of the lease, all maintenance equipment owned by NMHU. An inventory of items can be provided during the site visit and agreed upon during contract negotiations. The leased golf carts will be returned to Yamaha and the

Offeror shall negotiate their own separate contract. NMHU owned equipment shall be audited on an annual basis. Offeror is responsible for maintenance and repair of equipment.

- F. The Offeror shall charge a five percent (5%) surcharge on all greens fees, permits, and any other event. The surcharge shall be turned over to NMHU in addition to any rent that shall be paid.
- G. The Offeror shall implement and maintain a computerized system of accounting and golf management to allow the automated tracking and reporting of operations.

2. BACKGROUND INFORMATION

- A. The Gene Torres Golf Course is a public course located centrally in Las Vegas, New Mexico. The Premises was acquired from the City of Las Vegas in the 1950s. The Golf Course was constructed in 1958. It was redesigned by Jeffrey D. Brauer of Golfscapes, Inc. and construction was completed in early 2007. The course officially opened in early 2008. The Golf Course is a nine-hole course with back tees for 18-round play. The Golf Course includes an independently operated restaurant with shared space for golf operations, maintenance shops, an effluent water holding pond, groundwater well pumping station. There are two (2) private residences on leased NMHU properties, and two (2) NMHU-owned residences. The residential portion of the Golf Course will not be included under this RFP.
- B. NMHU named the Golf Course after one of the region's best and well-known golfers, gene Torres. Mr. Torres spent decades playing and managing the Golf Course.
- C. A report was produced by NMHU in March of 2018 titled "Task Force 4", which took an in-depth look at the Golf Course. We have included this as exhibit to address many of the questions prospective Offers may have.

3. LIQUOR LICENSE

- A. NMHU has an existing Governmental alcohol license. It is currently leased to the owner of the business operating the NMHU golf course restaurant, "Roadrunner Bar & Grill".

4. FACILITIES

- A. Utilities- The successful Offeror will be asked to work with restaurant to identify a mutually agreeable plan to separate the existing meters for electricity, gas, and water.
- B. Parking- The successful Offeror will share parking space with the NMHU golf course restaurant.

D. PROCUREMENT MANAGER

- 1. New Mexico Highlands University has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and e-mail address are listed below.

Name: Adam Bustos
Address: 1005 Diamond St Las Vegas, NM 87701
Telephone: 505-454-0353
Fax: 505-454-3109
Email: adambustos@nmhu.edu

- 2. **Delivery of the RFP may be made as follows:**
 - 1. **If via delivery in person:**

New Mexico Highlands University
Attn: Purchasing Department-RFP 19-006-8
903 University Avenue
Las Vegas, NM 87701

2. **If via United States Postal Service:**
New Mexico Highlands University
Attn: Purchasing Department-RFP 19-006-8
P.O. Box 9000
Las Vegas, NM 87701
3. **If via FedEx, United Parcel Service, or other carrier:**
New Mexico Highlands University
Attn: Purchasing Department-RFP 19-006-8
1005 Diamond Avenue
Las Vegas, NM 87701
4. **If electronic, register online, review proposal and submit response at** <http://www.nmhu.edu/purchasing-department/purchasing-department-information-for-vendors/> . Please click on “NMHU Bids” and follow instructions.

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other employees or Evaluation Committee members do not have the authority to respond on behalf of NMHU.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout the procurement document, including appropriate abbreviations.

1. **Addendum:** a written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the RFP. Plural: addenda.
2. **Business Hours:** 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given
3. **Close of Business:** 5:00 PM Mountain Standard or Daylight Time, which is in use on the date given
4. **Contract:** a written agreement for the procurement of items of tangible personal property, services, or professional services
5. **Contractor:** the successful offeror who enters into a Price Agreement with NMHU
6. **Desirable:** the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
7. **Determination:** the written documentation of a decision of a procurement manager, including findings of fact required to support a decision. A determination becomes part of the procurement file.
8. **Evaluation Committee:** a body appointed by the procurement manager to perform the evaluation of the Offeror’s proposals

9. **Evaluation Committee Report:** a report prepared by the Procurement Manager and the Evaluation Committee for contract award that will contain written determinations resulting from the procurement
10. **Finalist:** an Offeror and/or Offerors who meet all the mandatory specifications of this request for proposals and whose score on evaluation factors is sufficiently high to merit further considerations by the Evaluation Committee
11. **Hourly Rate:** the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits, and any overhead costs for contractor personnel as well as subcontractor personnel, if appropriate.
12. **ITS:** Information Technology Services
13. **Mandatory:** the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal as nonresponsive
14. **Multiple Source Award:** an award of indefinite quantity contract for one or more similar services to more than one Offeror.
15. **NMHU:** New Mexico Highlands University
16. **Offeror:** any person, corporation, or partnership who chooses to submit a proposal
17. **Price Agreement:** a definite quantity contract or indefinite quantity contract that requires the contractor to furnish services to NMHU
18. **Procurement Manager:** the person or designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals
19. **Professional Services:** means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the state purchasing agent or a central purchasing office.
20. **Project:** a temporary process undertaken to achieve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is completed and project acceptance is given by the project executive sponsor
21. **Project manager:** means an employee assigned by NMHU to oversee the contract work
22. **Purchasing Agent:** the purchasing agent for NMHU or a designated representative
23. **Request for Proposals or RFP:** all documents, including those attached or incorporated by reference, used for soliciting proposals
24. **Responsible Offeror:** an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services described in the proposal.
25. **Responsive Offer or Responsive Proposal:** an offer or proposal that conforms in all material aspects to the requirements set forth in a request for proposals. Material respects of a request for proposals include but are not limited to price, quality, quantity, or delivery requirements.
26. **Solicited and Awarded:** an Invitation to Bid or RFP was made available to the general public, through any means.
27. **Staff:** a full-time, part-time, or an independently contracted employee with the Offeror’s companies.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description, and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

PROPOSAL SCHEDULE	
ALL DATES AND TIMES ARE SUBJECT TO CHANGE	
1. Issuance of RFP	5/6/2019
2. Site Visit and Deadline to Submit Written Questions	On or Before 5:00pm 5/15/2019
3. Response to Written Questions	On or Before 5/20/2019
4. Submission of Proposal Deadline	Prior to 3:00PM on 5/23/2019
5. Proposal Evaluation	Approximately Two Weeks
6. Best and Final Offers (Optional)	After Evaluations
7. Interviews	On or Before 6/7/2019
8. Finalize Award(s)	On or Before 6/30/2019
9. Award(s)	On or Before 7/1/2019
10. Protest Deadline (Subject to Award)	7/16/2019

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. Paragraph A, above.

1. Issuance of RFP

This RFP is being issued on behalf of New Mexico Highlands University on 5/6/2019.

2. Site Visit and Deadline to Submit Written Questions

Non-mandatory Site Visit: Friday May 10, 2019 at 2:00 PM

Monday May 13, 2019 at 2:00 PM

Potential Offerors may submit written questions to the Procurement Manager with the intent to clarify the RFP until 5:00 PM Mountain Standard Time /Daylight Time on May 15, 2019 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager declared in Section I, Paragraph D.

3. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list.

4. Submission of Proposal Deadline

All offeror proposals must be received for review and evaluation by the Procurement Manager or designee no later than 3:00 PM Mountain Standard Time/Daylight Time on Thursday, May 23, 2019. Proposals received after the deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2, or electronic via the online bid submission portal. If delivered in hard copy, proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the ***LEASE AND OPERATION OF THE GENE TORRES GOLF COURSE RFP*** 19-006-8 Proposals submitted by facsimile, or other electronic means not approved or specifically listed, will not be accepted.

A public log will be kept of all Offeror organizations that submitted proposals. Pursuant to Section NMSA 1978, 13-1-116, the contents of the proposal shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract awarded pursuant to the Request for Proposals has been fully executed.

A. Receipt, Opening and Recording

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

1. NMHU shall have the right to waive technical irregularities in the form of the Proposal of the Bidder, which do not alter the price, quality or quantity of the Services.
2. If a Bidder who otherwise would have been issued an Award and Contract, is found not to be a responsible Bidder, a determination that the Bidder is not a responsible Bidder, setting forth the basis of the finding, shall be prepared by the Procurement Manager. The unreasonable failure of the Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

5. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the Sequence of Events, depending on the number of proposals received. During this time, the Procurement Manager may initiate discussion with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussion SHALL NOT be initiated by the Offerors.

6. Best and Final Offers

If applicable, Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II, A. Sequence of Events, or as soon thereafter as possible.

7. Interviews

If applicable, Finalist Offerors may be asked to interview before the committee and answer questions regarding their proposals.

8. Finalize Price Agreement

The price agreement will be finalized with the most advantageous Offerors as per schedule Section II, A. Sequence of Events, or as soon thereafter as possible. This date is subject to change at the discretion of the Procurement Manager. In the event that mutually agreeable terms cannot be reached within the time specified, NMHU reserves the right to finalize a price agreement with the next most advantageous Offerors without undertaking a new procurement process. NMHU reserves the right to award to multiple Offerors.

9. Price Agreement Award

After the review of the Evaluation Committee Report and the signed Price Agreement, NMHU will award the Price Agreement per the schedule in Section II, A. Sequence of Events, or as soon thereafter as possible. This date is subject to change at the discretion of NMHU. The contract shall be awarded to the Offerors whose proposals are most advantageous to NMHU, taking into consideration the weighted evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate NMHU Approval. NMHU reserves the right to award to multiple Offerors.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978, and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the award of the Price Agreement and will end at 5:00 PM Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a

statement of the grounds for protest, including appropriate supporting exhibits and must specify the ruling requested from NMHU. The protest must be delivered to:

Adam A. Bustos
Purchasing Director
1005 Diamond St
Las Vegas, NM 87701

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

1. Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section VI of this RFP, as well as any addenda to the RFP. Vendors shall acknowledge all amendments/addenda to this Request for Proposals by identifying the amendment/addendum number and date in the space provided on Attachment 1-Acknowledgement of Receipt Form.

2. Incurring Cost

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

Any cost incurred by the Offeror for set up and demonstrate proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any Price Agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with NMHU that may derive from this RFP.

4. Subcontractors

If applicable, the use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the Price Agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the state agency hiring from the Price Agreement before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be identified clearly as such in the transmittal letter. NMHU personnel will not merge, collate, or assemble proposal materials.

6. Offerors Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by NMHU. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 through §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, NMHU shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates NMHU to the use of Offeror(s) services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when NMHU determines such action to be in the best interest of the University.

11. Sufficient Appropriation

Any Price Agreement or contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. NMHU's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

NMHU requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be provided promptly in writing to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with an Offeror that may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by NMHU through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between NMHU and the associated contractor will follow the format specified by NMHU and contain the terms and conditions set forth. NMHU reserves the right, however, to negotiate with an Offeror(s) provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the resultant Contract.

Should an Offeror object to any of the terms and conditions in the Contract Terms and Conditions, the Offeror must propose specific alternative language. NMHU may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to NMHU and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with NMHU.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between NMHU and the Offeror selected from the Price Agreement and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §§13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities as well as mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and that the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

NMHU reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of NMHU, meeting its needs adequately.

21. Notice

The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

22. State Agency Rights

NMHU in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or state agency contracts deriving from this procurement from NMHU and the Procurement Manager. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the Price Agreement.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of NMHU.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of NMHU.

The Contractor(s) shall agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without first procuring NMHU's written permission.

26. Electronic mail address required

A large part of the communications regarding this procurement will be conducted by electronic means and electronic mail (e-mail). Offeror must have and provide a valid e-mail address to receive this correspondence. (See also, Section II.B.4, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by NMHU, the version maintained by NMHU shall govern.

28. Disclosure Regarding Responsibility

Any prospective Responsible Bidder/Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any State agency for professional services, tangible personal property, services, or construction agrees to disclose whether they, or any principal of their company:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or LPB;
2. have, within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.
4. have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000.00, of which the liability remains unsatisfied

- a) Taxes are considered delinquent if both of the following criteria apply:
 - i. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
 - ii. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

 - b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
5. Have, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities. The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
6. Nothing contained in the foregoing shall be construed to require establishing a system of records in order to render in good faith the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If, during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the Price Agreement or Procurement Manager may terminate the involved contract for cause. Still further, the Procurement Manager may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of NMHU.

29. Conflict of Interest

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding

contracting with a public officer or state employee or former state employee have been followed.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Potential Offerors shall respond to all elements of the RFP and submit a proposal for services qualified to perform. Offeror must respond to all components and submit one complete proposal.

B. NUMBER OF COPIES

If not using electronic portal, Offeror is to submit **THREE (3)** copies of their Proposal in a sealed envelope along with a Digital Copy of Proposal. Please clearly mark “SEALED” on all Packaging. The Offeror is encouraged to use the online bid portal for RFP submission instead of submitting a paper copy.

C. PROPOSAL Content and Organization

Each Proposal must be printed or formatted on 8½” x 11” paper size. Pages must be numbered. Each Proposal will be evaluated on the basis of its content, not length and must be limited to no more than twenty (20) pages.

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**

Please provide a high-level overview of your Proposal.

7.1 Company Profile: (5 points)

Describe the proposing organization including size, areas of specialization and expertise, client base and any other pertinent information in such a manner that the evaluation committee may reasonably formulate a determination about the stability and strengths of the proposing organization. Please list stakeholders of all parties if this will be a joint venture between multiple companies.

7.2 Company Personnel: (5 points)

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

7.3 Experience: (25 points)

Indicate the experience the respondent has in the area described in the scope of work

and as related to this RFP. Describe any additional experience that would substantiate and enhance the qualifications of the respondent in regards to the performance of a contract resulting from this solicitation. NMHU is interested in the Offeror's ability to manage large operations that involve multiple stakeholders including the community, other contractors, NMHU and its students.

7.4 References: (25 points)

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

7.5 Timeline: (5 points)

Provide a performance timeline based on the information presented in the Scope of Work that includes all segments of your proposed work. NMHU is interested in how fast an Offeror can have the Golf Course up and running.

7.6 Financial Model: (35 points)

The respondent is to submit a financial model for the scope of work detailed in Section 1.C (Scope of Procurement) and any other proposed services related to RFP.

7.6.1 Do you have the resources and capability to support a large operation? Please elaborate.

7.6.2 Can your company perform all services related to the lease including maintenance, operations, repairs, events, and large scale events? Please elaborate.

7.6.3 Is your company comfortable with up to an 8-year contractual term?

7.6.4 Please provide financial details of your company to the University that demonstrate ability and capital to perform services.

7.6.5 How do you plan to drive revenue and increase sales.

7.6.6 Please specify any capital improvements and the value your firm plans on undertaking and capitalizing over the term of the agreement.

7.6.7 Please clearly list the monthly rent you shall pay to NMHU for use of the Golf Course.

7.6.8 Please clearly list the monthly rent you shall pay to NMHU for use of the Golf Course Maintenance Equipment assets.

7.6.9 Please signify that you are willing and able to charge and account for a 5% surcharge payable to NMHU for any event, green fee, permits, memberships, or events.

IV. CONTRACT TERM

This Contract shall be effective on the date this Contract is signed by duly authorized individuals from NMHU and Contractor. The Contract will be for four (4) years from the effective date of the Contract with an option to renew for an additional four (4) years not to exceed a total of eight (8) years including all renewals.

A. OTHER TERMS AND INFO

1. INSURANCE

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

- a. Contractor will be required to maintain at Contractor's cost, the minimum following insurance coverage for the duration of this Contract and shall provide a Certificate of Insurance, listing NMHU as additional insured with the following language: **"New Mexico Highlands University (NMHU) is recognized as additional insured for NMHU Request for Proposal Number 19-006-8"**
 - b. One hundred thousand dollars (\$100,000) in Worker's Compensation Insurance;
 - c. One million dollars (\$1,000,000) in Commercial General Liability Insurance, or the equivalent, per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, contractor's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU.";
 - d. Two hundred thousand dollars (\$200,000) in Business Automobile Liability Insurance, or the equivalent, per accident with respect to Consultant's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of any Services.
1. The Certificate of Insurance shall be in a format acceptable to NMHU. Such Certificates shall be filed with NMHU and shall also contain the following statements:
 - "The Regents of New Mexico Highlands University, New Mexico Highlands University, its agents, servants and employees are held as additional named insured."
 - And
 - "The insurance coverage certified herein shall not be cancelled or materially changed except after the insurer endeavors to provide forty-five (45) days written notice to the Owner."Certificate of Insurance shall be forwarded to:
New Mexico Highlands University
Attn: Purchasing Department
P.O. Box 9000
Las Vegas, NM 87701
 - a. The University reserves the right to request and receive certificates of Insurance evidencing the required policies and endorsements within ten (10) Calendar days of the signing of this Contract.

2. FAILURE TO MEET REQUIREMENTS

Failure on the part of the Contractor 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.

3. SECURITY

The Contractor shall be responsible for the control of keys issued by NMHU and the security of those areas provided for the Contractor's use. NMHU shall bear the initial cost of re-keying of locks. The initiating party shall be responsible for additional re-keying initiated by the Contractor or NMHU. Contractor is not allowed to make copies of the keys issued to Contractor. Immediately following completion of Work, Contractor must return all keys to the designated NMHU personnel.

4. CUSTOMER AND GUEST RELATIONS

The NMHU campuses regularly have staff, faculty, students and guests on its main campus, branches and sites. Contractor must ensure that its employees are aware that they are to perform Work in a professional manner at all times. If Contractor finds that an employee(s) are not performing Work in a professional manner they must be removed from the job site and are not to perform any additional Work until NMHU personnel have approved the return to Work. If NMHU finds one of Contractor's employees to not be performing Work in a professional manner NMHU will inform the supervisor on the site to inform him of the situation. In this event Contractor is to remove its employee from the Work site until NMHU personnel approve the employee to return to Work.

5. HOURS OF OPERATION

The Contractor shall maintain operations only during the times pre-approved by NMHU personnel. Any deviations must be pre-approved by NMHU personnel.

6. AUTHORIZED AGENT

Contractor agrees that the performance of all Work required under the terms of this Contract is to be subject to the direction of NMHU or person designated by NMHU. Such person designated by NMHU shall be the authorized agent representative of NMHU. All information or direction desired or required by the Contractor for the performance of his Work and services hereunder shall be obtained from said authorized agent and representative.

B. INVOICING AND PAYMENTS

1. 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;
2. Reference the Purchase Order number on the Invoice; and
3. Invoices are to be sent to:

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

SECTION V EVALUATION COMPONENTS

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

1. EVALUATION COMPONENTS

- A. Proposals will be scored based on the information outlined in Section III Letter C #7.1-7.7.
- B. The maximum number of points that may be awarded is one hundred (100) points, unless you meet the qualifications as a Resident Business or Resident Veteran Preference. (Attachment 3).

	CRITERIA	TOTAL POSSIBLE POINTS
1	Company Profile	5
2	Company Personnel	5
3	Experience	25
4	References	25
5	Timeline	5
6	Financial Model	35
	TOTAL POSSIBLE POINTS	100

2. RESIDENT BUSINESS OR RESIDENT VETERANS PREFERENCE

See Attachment 3.

3. Evaluation Process

- A. All Offeror Proposals will be reviewed for compliance with the requirements and specifications stated with in the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- B. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B. 6.

C. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C. 18

D. Responsive Proposals will be evaluated on the factors in Section III, which have been assigned a point value. Responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to NMHU, taking into consideration the evaluation factors in Section V, will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

ATTACHMENT 1- ACKNOWLEDGEMENT FORM
REQUEST FOR PROPOSAL 19-006-8
LEASE AND OPERATION OF GENE TORRES GOLF COURSE

ACKNOWLEDGEMENT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with ATTACHMENT 5, and any addenda.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

ADDENDUM ACKNOWLEDGEMENT

Addendum 1 _____ **Addendum 2** _____ **Addendum 3** _____

Addendum 4 _____ **Addendum 5** _____ **Addendum 6** _____

Adam Bustos, Procurement Manger
LEASE AND OPERATION OF GENE TORRES GOLF COURSE
RFP 19-006-8
New Mexico Highlands University
Las Vegas, NM 87701

ATTACHMENT 2

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

Conflict of Interest

1. No employee or Regent of New Mexico Highlands University is to have a direct or indirect interest in the Bidder, Contractor or Vendor (hereinafter called "Contractor") or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Regent's interest is less than one percent [1%] of the Contractor);
2. Contractor is to not employ nor is negotiating to employ any NMHU employee or member of the NMHU Board of Regents;
3. Contractor is to have not participated directly or indirectly in the preparation of specifications upon which the Bid is made;
4. If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify Legislator(s):
_____;
5. List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was a NMHU employee within the preceding twelve (12) month period.
Name of employee and SSN:
_____ ; and
6. In accordance with NMHU policy, an award cannot be made to a firm in which current or recent (last twelve [12] months) NMHU employees have a controlling interest.

Debarment/Suspension Status

1. The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency; and
2. The Contractor agrees to provide immediate notice to the Director of the New Mexico Highlands University Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the Bid but prior to the award of the purchase order and/or contract.

Certification

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named below.

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City: _____

Address: _____ State: _____ Zip: _____

ATTACHMENT 3

RESIDENT PREFERENCE

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

RESIDENT VETERANS PREFERENCE

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

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

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

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

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

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

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

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

Attachment 4 Campaign Contribution Disclosure Form

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

(Attach extra pages if necessary)

ATTACHMENT 5

NEW MEXICO HIGHLANDS UNIVERSITY REQUEST FOR PROPOSAL 19-006-8 NIGP Code 98831

New Mexico Highlands University (NMHU) will accept proposals for the LEASE AND OPERATION OF THE GENE TORRES GOLF COURSE Request for Proposal number 19-006-8 (RFP).

There will be two non-mandatory site visits of the facility. If an individual chooses to attend one site visit he is not required to attend the second site visit. They will be held on Friday, May 10, 2019 at 2 pm and the second site visit on Monday, May 13, 2019 at 2 pm. They will be held at the parking lot located at 200 Mills Avenue, Las Vegas, NM. At that time prospective proposers will be given a tour of the course. Prospective proposers will be allowed to ask questions of the NMHU staff.

All proposals must be in NMHU's Purchasing Department prior to 3:00 pm on Thursday, May 23, 2019. 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 accept, reject, and issue awards in part or in full if it is in its best interest.

RFP documents can be obtained by visiting the NMHU Purchasing website www.nmhu.edu/purchasing or contacting Adam Bustos at 505-454-3053.

Informational

Advertised in the Albuquerque Journal on Monday May 6, 2019 and the Las Vegas Optic on Wednesday May 8, 2019.