

NEW MEXICO HIGHLANDS UNIVERSITY
REQUEST FOR PROPOSAL # 24-005
RESHAPE PROJECT CONSULTING SERVICES
NGIP: 95011, 95016

New Mexico Highlands University with New Mexico Forest and Watershed Restoration Institute requests consultant services to support the ongoing ReShape Project. This project will include compilation and display of existing data, including geographic data, for hazardous fuel reduction or wildfire prevention treatments.			
Date Request for Proposal 24-005 Issued: September 27, 2023		Date and Time Request for Proposal Is Due: Prior to 2:00 pm local time on October 25, 2023	
NMHU Point-of-Contact: Ms. Jennifer Madrid Director of Purchasing Ms. Paula Bustamante Buyer	Email: jrmadrid@nmhu.edu pjbustamante@nmhu.edu	Phone Number: (505) 454-3053 (505) 454-3249	Fax Number: (505) 454-3109

RFP CONDITIONS

New Mexico Highlands University (hereinafter called “NMHU”) is seeking responses (hereinafter called “Proposal”) for the services as requested in this Request for Proposal Number 24-005, 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 Proposals may not be withdrawn from Offeror for ninety (90) calendar days after the actual date of the closing.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 Ms. Jennifer Madrid, Director of the Purchasing Department or Paula Bustamante, Buyer. They have 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 Ms. Madrid 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.
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Authorized Representative Name	Title
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Signature	Date
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Provide point of contact of Offeror:

Name	Title
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Mailing Address

Telephone Number(s)	Fax Number
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Email Address

SECTION I GENERAL INFORMATION

TABLE OF CONTENTS

Section II	Purpose, Background Information and Specifications
Section III	Scope of Work
Section IV	General Terms and Conditions
Section V	Evaluation Components
Section VI	Submittal Procedures
Section VII	Instructions to Offerors

PROPOSAL SCHEDULE

ALL DATES AND TIMES ARE SUBJECT TO CHANGE

Issuance of RFP	September 27, 2023
Site Visit	N/A
Last Day to Submit Requests for Clarification	October 13, 2023, 5:00 PM MDT
Proposal Submittal Deadline	October 25, 2023 2:00 PM MDT
Receipt/Screening of Proposals	October 25, 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 November 01, 2023
Award of Purchase Order	TBD,
Protest Period	TBD
Performance Start	TBD

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 Project ReShape. This five-year scope of work will cover the Implementation and Operation & Maintenance phases. The Scoping and Action Plan phases were completed under a separate RFP contract. Implementation and Operations & Maintenance work will include developing a prototype/Alpha version of a national vegetation treatment geodatabase and interactive viewer and conducting user testing, developing a Beta version of the geodatabase and viewer and conducting user/product outreach, publishing a production release version, completing quarterly additions and developing and implementing an operations and maintenance plan for the overall project. The development and completion of this project will be based on the Scoping Report and Action Plan developed in the previous grant contract in 2023

2. BACKGROUND INFORMATION

NMFWRI requests consultant services to support the ongoing ReShape Project (www.sweri.org/reshape-project), a national wildfire and treatments effects mapping and assessment project tasked under the *2021 Infrastructure Investment and Jobs Act* (provision details included below). Support will include the compilation and display of 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 the compilation and display of existing data, including geographic data, for large wildfires, as defined by the National Wildfire Coordinating Group, that occur in the United States.

Project ReShape is a five-year project and this scope of work will cover the Implementation and Operation & Maintenance phases. The Scoping and Action Plan phases were completed under a separate RFP contract. Implementation and Operations & Maintenance work will include developing a prototype/Alpha version of a national vegetation treatment geodatabase and interactive viewer and conducting user testing, developing a Beta version of the geodatabase and viewer and conducting user/product outreach, publishing a production release version, completing quarterly additions and developing and implementing an operations and maintenance plan for the overall project. The development and completion of this project will be based on the Scoping Report and Action Plan developed in the previous grant contract in 2023.

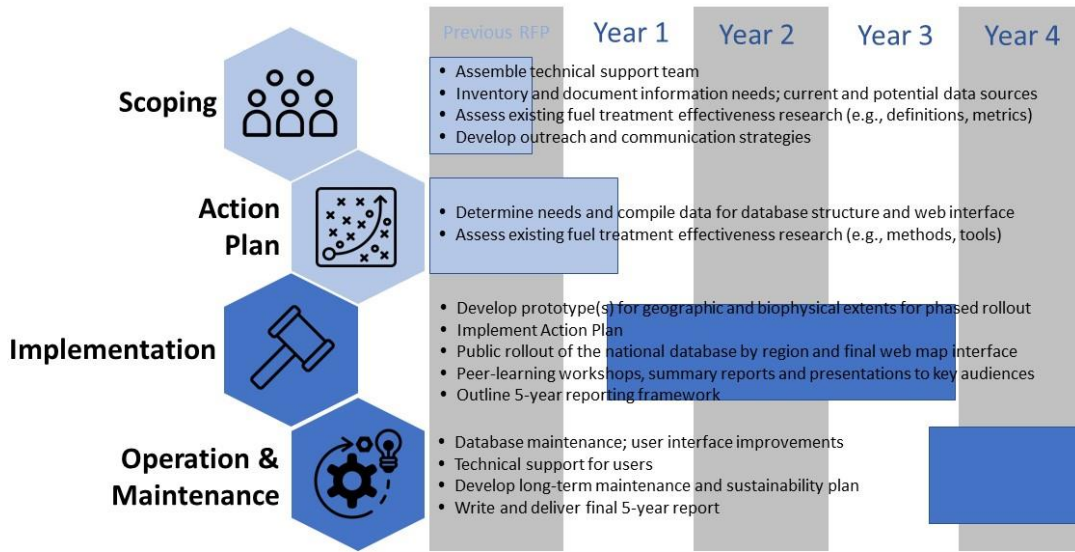
SECTION III SCOPE OF WORK

DESIRED SCOPE OF WORK

NMFWRI requests consultant services to support the ongoing ReShape Project (www.sweri.org/reshape-project), a national wildfire and treatments effects mapping and assessment project tasked under the *2021 Infrastructure Investment and Jobs Act* (provision details included below). Support will include the compilation and display of 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 the compilation and display of existing data, including geographic data, for large wildfires, as defined by the National Wildfire Coordinating Group, that occur in the United States.

Project ReShape is a five-year project and this scope of work will cover the Implementation and Operation & Maintenance phases. The Scoping and Action Plan phases were completed under a separate RFP contract. Implementation and Operations & Maintenance work will include developing a prototype/Alpha version of a national vegetation treatment geodatabase and interactive viewer and conducting user testing, developing a Beta version of the geodatabase and viewer and conducting user/product outreach, publishing a production release version, completing quarterly additions and developing and implementing an operations and maintenance plan for the overall project. The development and completion of this project will be based on the Scoping Report and Action Plan developed in the previous grant contract in 2023.

The estimated budget for this project is 2.7 million for five (5) years.



ESRI software products are preferred for the development and completion of this project.

Due to funding protocols, the funding for each year will only be made available at the beginning of the respective project year. The project timeline is dependent on disbursement of funds and by mutual agreement. Timeline, tasks, and deliverables may be modified by mutual consent. Dates listed with tasks below are estimates and will be adjusted to begin immediately after a contract is in place.

In order to complete our scope of work, travel is required. It is important to meet in person with project members and project partners in order to understand the scope and application of this project. Travel may include meeting in person with SWERI working group members, attending conferences, meeting in person with project partners and stakeholders. Travel can encompass airline travel, car travel (mileage), rental cars, train, taxi/uber/lyft, hotel/lodging, conference registration costs and meals while traveling. Meals cannot include alcohol expenses.

Year 1. Develop Prototype Version and User Testing

Task 1A. Develop Prototype/Alpha Version (November 2023-April 2024)

Determine appropriate database structure in coordination with advisory team, technical experts, and agency collaborators. The range of specific tasks for this component is limited to:

- Develop Prototype version of geodatabase (spatial and tabular data).
- 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).
- Develop Prototype version of said web interface/interactive viewer.
- Incorporate complementary/potential important auxiliary databases that are publicly available; determine publicly available data sharing policy.
- Create a prototype(s) to pilot the geographic and biophysical extents for phased rollout on spatial and tabular delivery and effectiveness assessment and reporting.
- Determine spatial and tabular data integrity and sustainability needs. Develop QA/QC protocols for data.
- Develop a process for assessing and incorporating emerging technologies/needs.
- Develop a process for assessing and incorporating potential new data sets.
- Determine 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.
- Determine Database Architecture/Design.
- Iteratively identify data gaps and approaches to fill gaps.
- Develop a metadata strategy.
- Create the metadata.
- Determine refresh interval for data consumption.

Tasking may include:

1. Stakeholder Consultation and Validation:
 - Engage with key stakeholders, including end-users, technical experts, and agency collaborators, to validate requirements and ensure alignment with project goals.
 - Document stakeholder feedback and incorporate it into the development plan.
2. Risk Assessment and Mitigation:
 - Identify potential risks that could impact the development process.
 - Develop a risk mitigation plan with strategies to address identified risks and prevent potential roadblocks.

3. Accessibility and Security Implementation:
 - Implement accessibility features to ensure compliance with relevant accessibility standards.
 - Integrate data security measures to safeguard sensitive information and user data.
4. Scalability Planning
 - Evaluate scalability requirements of the application and anticipate potential increases in data and user traffic.
 - Develop a scalability plan to accommodate future growth.
5. Documentation Strategy and Implementation:
 - Create a comprehensive documentation plan outlining technical decisions, challenges, and solutions.
 - Document the development process for reference and troubleshooting purposes.
6. Establishment of Metadata Standards and Guidelines
 - Develop metadata standards and guidelines that align with industry best practices and SWERI's needs. Common standards include Dublin Core, ISO 19115 for geographic data, and FGDC (Federal Geographic Data Committee) standards.
 - Establish which metadata elements (fields) that will be used to describe each dataset. These elements will capture essential information about the data, such as title, description, keywords, date of creation, data source, and format.
 - Determine where metadata records will be stored. This may involve using a metadata repository, database, or a dedicated metadata management system.
7. Inventory, catalog and QA/QC metadata
 - Create user-friendly metadata for consumers to understand the geospatial data and its attributes.
 - Quality assurance and quality control procedures should be developed to ensure the accuracy and completeness of the metadata.

Task 1B. Prototype/Alpha Version User Testing (February 2024-September 2024)

Once the Prototype Version is complete:

- Conduct User Interface / User Experience testing.
- Conduct focus groups.
- Develop testing strategies and user/focus group selection.

Tasking may include:

1. Test Scenario Definition:
 - Define realistic test scenarios that replicate actual user interactions with the application.
 - Identify key functionalities to be tested during user evaluation.

2. User Training Sessions:
 - Organize user training sessions to familiarize testers with the application's features and functionality.
 - Provide participants with necessary resources for effective testing.
3. Feedback Collection and Categorization:
 - Collect user feedback through testing sessions, surveys, and focus groups.
 - Categorize feedback based on common themes, usability issues, and suggestions.
4. Feedback Analysis and:
 - Analyze collected feedback to identify critical issues and opportunities for improvement.
 - Prioritize identified issues based on their impact on user experience and functionality.
5. Iterative Development and Update:
 - Implement updates and enhancements based on prioritized feedback and identified issues.
 - Conduct iterative testing and refinement to ensure improvements meet user expectations.
6. Usability Metrics Integration:
 - Incorporate usability metrics into the testing process to quantitatively evaluate the application's user interface and experience.
 - Analyze metrics to measure the effectiveness of usability enhancements.

Year 2. Develop Beta Version and Public Rollout (May 2024-September 2024)

Task 2A. Develop and Beta Version (May 2024-September 2024)

Based on the User Interface / User Experience research and other feedback on prototype version:

- Refine the database and viewer and create and publish Beta version utilizing an Agile methodology throughout the timeline. A finalized production version will be released on or before October 1st, 2024.

Tasking may include:

1. User Feedback Analysis:
 - Collect and analyze user feedback from the prototype version testing phase.
 - Document common issues, suggestions, and critical enhancements for the release version.
2. Database and Viewer Refinement:
 - Implement improvements to the database structure and viewer functionality based on user feedback.
 - Ensure alignment with user expectations and project objectives.

3. Beta Version Development:
 - Develop and integrate the refined components to create the Beta version.
 - Thoroughly test the Beta version to validate enhancements.
4. Beta Version Publishing:
 - Prepare the Beta version for public access through proper deployment and hosting.
 - Announce the availability of the Beta version to relevant stakeholders and user groups.

Task 2B. Public Rollout and Outreach (October 2024-September 2026)

Public rollout of the national database and the final web map interface.

- Public rollout of the national database and the final web map interface.
- Quarterly updating and feedback from public-facing outreach mechanisms.
- Outreach/training development (virtual and/or in person) for various user groups (travel may be required). Training frequency and platforms will be determined by user feedback. Training may include webinars, videos, in person, white papers, and other platforms.
- Implement developed training program.
- Conference or similar event attendance, including giving presentations, for outreach and training opportunities (travel may be required).

Tasking may include:

1. Feedback Mechanism Establishment:
 - Design and implement mechanisms for users to provide feedback on the beta version's functionality and usability.
 - Set up a system for efficiently categorizing and managing user feedback.
2. Outreach and Training Strategy:
 - Develop a comprehensive strategy for public outreach and user training.
 - Define the content, format, frequency, and platforms for virtual and in-person training sessions.
3. Training Program Implementation:
 - Execute the devised training program, including webinars, videos, white papers, and other training materials.
 - Offer user support and address queries during training sessions.
4. Conference Participation:
 - Identify relevant industry conferences or events to showcase the beta version and deliver training sessions.
 - Plan attendance, presentations, and networking activities for successful participation.

Task 2C. User Testing

- Conduct User Interface / User Experience Testing
- Develop an evaluation process to assess the database and viewer functionality and usability.

Tasking may include:

1. User Interface / User Experience Testing:
 - Conduct comprehensive testing of each version's user interface and experience.
 - Identify and rectify any usability issues based on testing outcomes.
2. Quarterly Evaluation Process Development:
 - Design a quarterly evaluation process to assess the version's database and viewer functionality.
 - Establish criteria for evaluating usability and effectiveness.
3. Quarterly Evaluation Execution:
 - Implement a quarterly evaluation process to analyze the version's functionality and usability.
 - Iterate and enhance the application based on evaluation results and user feedback.

Years 4-5. Develop and execute on an Operations and Maintenance (O&M) Plan (October 2026-October 2028)

Task 3A. Finalize the Production Version

Based on the final release version, lock down database and code for any additional edits. Platform will be put into O&M state.

Task 3B. Develop an Operations and Maintenance Plan

- Develop long-term operations and maintenance plan to accommodate required updates, database maintenance, user interface improvements, timely technical support for users, and other requirements as needed.

Tasking may include:

1. Database Management and Maintenance Strategy:
 - Define procedures for routine data updates, data cleaning, and data integrity checks.
 - Establish a schedule for database maintenance activities.
2. User Support and Technical Assistance Process:
 - Develop a support process to address user inquiries, technical issues, and assistance requests.

- Outline response times, escalation procedures, and communication channels.
- 3. Version Control and Updates Procedure:
 - Define a process for managing application versions, testing updates, and deploying new releases.
 - Detail how updates will be communicated to users.
- 4. User Interface Enhancement Approach:
 - Determine how user interface improvements will be identified, prioritized, and implemented.
 - Establish a process for incorporating user feedback into interface enhancements.
- 5. Security and Privacy Measures Implementation:
 - Develop strategies for ensuring data security, privacy compliance, and protection against potential threats.
 - Outline how security updates and patches will be managed.

Task 3C. Conduct Operations and Maintenance

- Execute the O&M plan for maintaining and updating the application and database in the long term which will include adapting with emerging technologies.

Tasking may include:

1. Regular Updates and Patch Management:
 - Establish procedures for applying regular updates, patches, and security fixes to the application and database.
 - Define the schedule and process for reviewing and implementing updates.
2. Database Maintenance and Data Updates:
 - Implement a database maintenance strategy, including data cleaning, integrity checks, and data update protocols.
 - Specify the sources and frequency of data updates.
3. Technology Evolution and Adaptation:
 - Monitor emerging technologies and trends relevant to the mapping application.
 - Outline a strategy for adapting the application to incorporate new technologies and features.
4. User Support and Helpdesk:
 - Establish a user support system, including a helpdesk or support ticketing system.
 - Define response times, escalation procedures, and user communication channels.
5. Performance Monitoring and Optimization:
 - Implement performance monitoring procedures and optimize the application for efficiency and scalability.
 - Track and improve performance metrics over time.
6. Documentation and Knowledge Transfer:
 - Create comprehensive documentation for operations and maintenance procedures.

- Plan for knowledge transfer to ensure continuity and the ability of future maintenance teams to effectively manage the application.
7. Risk Management and Contingency Planning:
- Identify potential risks to long-term operations and maintenance.
 - Develop contingency plans and mitigation strategies to address unforeseen challenges.
8. Reporting and Accountability:
- Establish reporting mechanisms for tracking and evaluating the success of long-term operations and maintenance.
 - Define accountability measures to ensure the plan's effective execution.

**Year 1-5. Broad Support for the ReShape Project
(November 2023 - October 2028)**

Task 4A. Broad support for the ReShape Project products and deliverables

- Provide ongoing summary reports, project management oversight, biweekly team meetings (virtual), travel to attend meetings/working groups as needed.

Tasking may include:

1. Ongoing Summary Reports (Throughout the Project):
 - Specify the frequency, content, and recipients of the ongoing summary reports.
 - Detail the information that should be included in these reports, such as project progress, key milestones, challenges, and future plans.
2. Project Management Oversight (Throughout the Project):
 - Clarify the roles and responsibilities of the project management oversight team.
 - Define the scope of oversight, including decision-making authority and coordination with other project tasks.
3. Biweekly Sprint Planning and Retrospective Team Meetings (Virtual) (Throughout the Project):
 - Define the objectives and agenda for the biweekly virtual team meetings.
 - Specify the platforms and tools to be used for virtual meetings.
4. Travel to Attend Meetings/Working Groups (As Needed):
 - Identify the circumstances under which travel may be required, such as attending in-person meetings, workshops, or stakeholder engagements.
 - Include considerations for travel costs, coordination, and reporting.

Task 4B. Develop the 5-year Report Framework

With respect to Subsection (D):

- Develop template/draft of report describing the application and use of the database and treatment interactions with wildfires across jurisdictions, regions, and treatment types. This will go towards the final project report for the end of Year Five.

Tasking may include:

1. Report Structure and Components:
 - Outline the structure of the 5-year report, including sections, chapters, and content areas.
 - Define the required components, such as project overview, database usage, treatment interactions, jurisdictional analysis, regional insights, and treatment type evaluation.
2. Template/Draft Report Creation:
 - Develop a template or initial draft of the report based on the outlined structure and content areas.
 - Specify the level of detail required for each section and gather relevant data and insights.
3. Integration with Project Deliverables:
 - Ensure alignment between the draft report and other project deliverables.
 - Detail how data and findings from the web-based mapping application will be integrated into the report.
4. Review and Feedback Incorporation:
 - Define the review process for the draft report, including stakeholders who will provide feedback.
 - Outline how feedback will be incorporated into the final report framework.
5. Finalization and Submission:
 - Detail the process for finalizing the 5-year report, including revisions, formatting, and quality assurance.
 - Specify the submission timeline and any requirements for approval.

The 2021 Infrastructure Investment and Jobs Act Provision

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

Section 40803(c)(8) \$20,000,000 shall be made available to the Secretary of Agriculture to enter into an agreement with a Southwest Ecological Restoration Institute established under the Southwest Forest Health and Wildfire Prevention Act of 2004 (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;

(C) to facilitate coordination and use of existing and future interagency fuel treatment data, including geographic data, for the purposes of—

- a. assessing and planning cross-boundary fuel treatments; and
- b. monitoring the effects of treatments on wildfire outcomes and ecosystem restoration services, using the data compiled under subparagraphs (A) and (B);

(D) to publish a report every 5 years showing the extent to which treatments described in subparagraph (A) and previous wildfires affect the boundaries of wildfires, categorized by:

- a. Federal land management agencies;
- b. regions of the United States; and
- c. treatment types; and

(E) to carry out other related activities of a Southwest Ecological Restoration Institute, as authorized by the Southwest Forest Health and Wildfire Prevention Act of 2004 (16 U.S.C. 6701 et seq.);

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 five (5) years from the effective date of the Contract. The Award can be renewed if such renewal is mutually agreed to and found to be in the best interest of NMHU. These renewals would be in one (1) year increments and is not to exceed four (4) renewal years. The Contract shall not exceed five (5) years including all renewals. Renewals must be mutually agreed upon.

4. BUDGET

Contractor will be required to stay within the operational budget provided by NMFWR.

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

a. In accordance with the State of New Mexico "Procurement Code", §13-1-28 through §13-1-199 N.M.S.A., NMHU reserves the right to make an Award to the Offeror which provides the services in its best interest and may not make the Award to the Offeror with the lowest fee. The RFP will be evaluated based on all criteria listed in

this RFP, its attachments and its addendums, and the Board of Regent's collective expertise; and

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

7. INSURANCE

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

- a. Offeror will be required to maintain at Offeror's cost, the minimum following insurance coverage for the duration of this contract and shall provide a Certificate of Insurance, listing NMHU as additional insured with the following language: "New Mexico Highlands University (NMHU) is recognized as additional insured for NMHU Request for Proposal Number 24-004
- b. One hundred thousand dollars (\$100,000) in Worker's Compensation Insurance;
- c. One million dollars (\$1,000,000) in Commercial General Liability Insurance, or the equivalent, per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, 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. DISCLOSURE OF PROPOSAL CONTENTS

The proposals will be kept confidential until NMHU awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The procurement agents will not disclose or make public any pages of a proposal on which the 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, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated a proprietary or confidential information. If a request is received for disclosure of data for which a 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 disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data

11. INVOICING AND PAYMENTS

Upon certification and acceptance of services, and if applicable, NMHU will issue initial payment within thirty (30) calendar days of agreed upon payment schedule. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked;

- a. Reference the Purchase Order number on the Invoice; and
- b. Invoices are to be sent to:
New Mexico Highlands University
Attn: Accounts Payable
P.O. Box 9000
Las Vegas, NM 87701

1. 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 for their packets to be properly tabbed.**

TAB 1.

- Acknowledgement Form (Attachment 1);
- Table of Contents
- Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
- NM Business Preference/Resident Veteran Preference Form (Attachment 3);
- Campaign Contribution Disclosure Form Attachment (4);
- Executive Summary
 - a. Please provide a high-level overview of your Proposal.

TAB 2.

- References

TAB 3.

- Evaluation Criteria - relates to the Scope of Work found on pages 5 through 19 of the RFP. Potential Offerors should provide information that demonstrates what evaluation will be evaluated on.

Evaluation Criteria:

1. **Capabilities of Services Offered** – Potential Offeror should include how they are able to perform the work of this RFP Scope of Work through their current capabilities. Include how your firm or individual has the skill and capacity to fulfill the work requirements.
2. **Experience and Qualifications** – Potential Offeror should include a history of their company with previous projects and demonstrate their expertise through their experience and qualifications that directly relates to the Scope of Work of this RFP.

3. **Project Approach** – Potential Offeror should include what their approach and strategy is to perform this project based on the Scope of Work.
4. **Technical Ability** – Potential Offeror may demonstrate how their services in relation to the Scope of Work of this RFP will create value in relation to the budget allocation. This can be achieved through examples of past projects and method for this specific project.
5. **Cost/Value for Services Offered** – Cost/Value for Services Offered – Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation.

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>	25%
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.	
<u>Project Approach:</u>	25%
Overall approach and strategy described in the proposal and capacity to perform the project within the specified timeframe	
<u>Technical Ability:</u>	20%
Company has in-depth knowledge and expertise working with geospatial data, web mapping applications, and geodatabase architecture/design.	
<u>Cost/Value for Services Offered:</u>	15%
Cost/Value for Services Offered- Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation.	

Total	100%
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SECTION VI SUBMITTAL PROCEDURES

1 NUMBER OF COPIES

Offeror is to submit **seven (7)** 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. **Only one method of submission is required and will be accepted. Do not send proposal by multiple methods.**

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 #24-005 to be received by 2:00 PM on November 1, 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 #24-005
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 #24-005
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 #24-005
NGIP: 95011, 95016**

New Mexico Highlands University (NMHU) is seeking proposals from interested businesses to provide professional services for the ongoing ReShape Project with the New Mexico Forest & Watershed Restoration Institute for the main campus Request for Proposal Number 24-005.

All proposals must be in NMHU's Purchasing Department prior to **2:00 pm** local time on **October 25, 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 24-005 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