

NEW MEXICO HIGHLANDS UNIVERSITY

**REQUEST FOR PROPOSAL # 24-002
Indefinite Quantity Construction Services
NIGP: 90927**

<p>New Mexico Highlands University is soliciting Proposals for Indefinite Quantity Construction Services for NMHU’s main campus in Las Vegas, New Mexico.</p>			
<p>Date Request For Proposal 24-002 Issued: July 14, 2023</p>		<p>Date and Time Request for Proposal Is Due: Prior to 3:00 pm local time on Tuesday, August 08, 2023</p>	
<p>NMHU Point-of-Contacts: Ms. Jennifer Madrid</p>	<p>Email: jrmadrid@nmhu.edu</p>	<p>Phone Number: (505) 454-3053</p>	<p>Fax Number: (505) 454-3109</p>

RFP CONDITIONS

New Mexico Highlands University (hereinafter called “NMHU”) is seeking responses (hereinafter called “Proposal”) for the services as requested in this Request for Proposal Number 24-002, its attachments and subsequent addendums (hereinafter called “RFP”). You/your companies’ (hereinafter called “Offeror”) Proposal is to provide responses to all of the requirements set forth within the RFP.

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 Proposals may not be withdrawn from Offeror for ninety (90) calendar days after the actual date of the closing.

The successful Offeror(s) (hereinafter called “Contractor”) will enter into a binding agreement (hereinafter “Contract”) with NMHU. Offeror may recommend changes, deletions or additions to the Contract, however NMHU will determine if they will be in its best interest to accept any of those recommendations.

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, Interim Director of Purchasing. She has been designated as the contact person for this RFP. No Offeror may contact any NMHU employee, officer or member of the Board of Regents other than 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 jrmadrid@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
---------------------	------------

Email Address

SECTION I GENERAL INFORMATION

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PROPOSAL SCHEDULE

ALL DATES AND TIMES ARE SUBJECT TO CHANGE

Issuance of RFP	July 14, 2023
Last Day to Submit Requests for Clarification	3:00 PM, July 28, 2023
Proposal Submittal Deadline	3:00 PM on August 08, 2023
Receipt/Screening of Proposals	August 08, 2023
Evaluations of Proposals	Approximately (2) weeks, From Receipt of Proposals
Negotiations, if Required	TBD
Conclusion of Negotiation, Final Offer Due	TBD
Award of Contract	TBD
Award of Purchase Order	TBD
Protest Period	TBD
Performance Start	TBD

SECTION II PURPOSE

1. PURPOSE

New Mexico Highlands University ("NMHU"), located in Las Vegas, New Mexico is interested in contracting with providers of Indefinite Quantity Construction Services.

SECTION III SCOPE OF WORK & SUBMITTALS

SCOPE OF WORK:

The following categories will be included in this RFP:

- A. Commercial General Construction licensed to perform in the State of New Mexico.
 - a. Repairs and renovations to existing buildings and infrastructure
 - b. Install and/or new structures
 - c. Provide services normally performed by licensed contractor
 - d. May include services listed in Section II B, C, D (below)
- B. Plumbing and Mechanical
 - a. Plumbing and mechanical testing, repairs, maintenance, and upgrades to buildings and infrastructure
 - b. Provide recommendations on corrective actions based on plumbing and mechanical conditions
 - c. Any other plumbing services licensed to perform in the State of New Mexico.
- C. Fencing
 - a. Install, repair, design, maintenance, and installation of all types of fencing qualified to perform in the State of New Mexico.
- D. Roofing
 - a. Install, repair, design, maintenance, and installation of all types of roofing licensed to perform in the State of New Mexico.
- E. Electrical
 - a. Install, repair, design, maintenance, and installation of all categories of electrical licensed to perform in the State of New Mexico.

Submittal Requirements:

Please organize your proposal to include the following tabs.

TAB 1: REFERENCES

Offeror shall submit three (3) references of academic and/or corporate customer sites including the name of the contact person, address, telephone number for reference. References shall include the kind of services offered. NMHU shall make such investigations

of references given and any others as deemed necessary to determine the ability of the Offeror to perform as promised, and the Offeror shall furnish NMHU all such information and data for this purpose as NMHU may request. NMHU reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy NMHU that such Offeror is qualified to carry out the Contract obligations.

TAB 2: FINANCIAL STABILITY:

Offeror shall provide a business profile, which shall include the most recent audited financial statement; owner's name; business status; products/services offered; year business established; facility location; number of employees; 2022 annual gross volume of sales; 2022 gross volume of sales year-to-date; principal clients; area serviced; and major contracts, to show proof of financial stability and capability as a potential long-term Offeror. If this information is confidential, submit in a separately marked sealed envelope, which shall be kept separate from the main portion of the proposal. Confidential materials are shown only to those NMHU personnel taking an immediate part in vendor selection.

TAB 3: EXPERIENCE & QUALIFICATIONS:

- A. Indicate experience relating to 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.
- B. List past projects your firm has completed that demonstrate relevant experience. Project locations, descriptions of projects, total contract cost including change orders, etc.
- C. List the qualifications of your staff which demonstrates their ability to complete work in their respective fields and state your firm's ability to respond to NMHU's projects under this RFP.
- D. Provide a list of services offered by your firm that you can provide under this RFP.

1. LICENSE AND REGISTRATIONS:

At the time of the proposal opening, Offeror must have a valid State of New Mexico Contractor's License. List your Contractor's License number(s): _____. Please provide all services provided and include subsequent pricing requested in Article 4 for each trade/service.

At the time of the proposal opening, in accordance with Section 13-4-13.1 NMSA, 1978, Offeror must have an active Public Works Contractor Number from the New

Mexico Department of Workforce Solutions, Labor Relations Division. List your Public Works Contractor Number: _____.

TAB 4: PRICING

(TO BE PLACED IN A SEPARATE SEALED ENVELOPE OR ATTACHMENT)

Do not include with proposal.

Points for price will be assigned by evaluating the Offerors ability to clearly define and communicate costs. The Offeror shall create and maintain a Unit Price Book (UPB) relative to services offered under the resultant contract. An UPB shall be updated annually in conjunction with the University representative, Offeror, and NMHU Purchasing. The University recognizes that traditional JOC software is expensive and does not always factor in locality accurately. We hope to create a UPB that is specific to the University and surrounding area that is mutually beneficial to both parties.

Indicate the hourly rate to be charged to NMHU for labor, equipment and materials for each service category your company offers. For work beyond the regular working hours of 8 am to 5 pm Monday to Friday and/or holiday hours indicate those rates if different from labor costs.

If the following is not provided the proposal will be considered non-responsive.

1. HOURLY LABOR RATES

2. EQUIPMENT HOURLY RATE CHARGES (the list below is an example, create a list with your equipment inventory)

- | | |
|---------------------------|---------|
| a. xx Yard Dump Truck | \$xx.xx |
| b. Backhoe | \$xx.xx |
| c. Heavy Equipment | \$xx.xx |
| d. Medium-sized Equipment | \$xx.xx |

3. MATERIALS

When Offeror is providing materials NMHU will pay Offeror a fixed fee of the total cost, not including New Mexico Gross Receipts Tax (NMGRT). Fixed fee reimbursement cost will be one of the criterion for NMHU's decision to award this RFP. Note, you may propose a different fee structure. Per state law, NMHU is unable to enter into a "cost plus" structure. Example: Offeror may propose that a \$5 fee is charge per \$100 to account for labor profit, and other overhead.

<u>Per Project Materials Cost Only</u>	<u>Fixed Fee Charge for Invoices</u>
Up to \$20,000.	_____ %
From \$20,001. to \$50,000.	_____ %
From \$50,001. to \$100,000.	_____ %
From \$100,001. to \$150,000.	_____ %

From \$150,001. to \$200,000.	_____ %
From \$200,001. to \$350,000.	_____ %
From \$350,001. to \$500,000.	_____ %
From \$500,001. to \$1,000,000.	_____ %

For all projects under this RFP, Offeror will be responsible for providing receipts for the actual materials supplied. If these receipts are not supplied NMHU will not pay out these portions of invoices until the receipts are provided to NMHU and reviewed & accepted by NMHU staff. On invoices, Offeror must break out the materials, fees, and taxes separately.

4. OVERHEAD AND PROFIT

Offeror will be allowed to charge NMHU for overhead and/or profit at a percentage approved from this RFP. All overhead and profit will be lumped together as one line-item called “overhead and profit”. The overhead and profit percentage fee will be one of the criterion for NMHU’s decision to award this RFP.

<u>Per Project Overhead and Profit Only</u>	<u>Overhead and Profit Markup</u>
Up to \$20,000.	_____ %
From \$20,001. to \$50,000.	_____ %
From \$50,001. to \$100,000.	_____ %
From \$100,001. to \$150,000.	_____ %
From \$150,001. to \$200,000.	_____ %
From \$200,001. to \$350,000.	_____ %
From \$350,001. to \$500,000.	_____ %
From \$500,001. to \$1,000,000.	_____ %

5. PERFORMANCE AND PAYMENT BONDS

Offeror is to provide a performance and payment bond in the amount of 100% of the total cost for all projects exceeding \$25,000 (twenty-five thousand dollars). The performance and payment bonds are to be pursuant to section 13-4-18 through 13-4-20 (NMSA 1978). Offeror may bill NMHU the total cost of the performance and payment bond, however may not add a markup to it.

6. NEW MEXICO GROSS RECEIPTS TAX

Offeror is to bill NMHU the current New Mexico gross receipts tax rate of Las Vegas, NM, or location of where services are performed. NMHU is not exempt from paying gross receipts tax on services, which include construction material.

7. TRAVEL RELATED EXPENSES

NMHU will not accept charges for travel related expenses, housing of staff and/or storage/security. If any of these charges are expected it is suggested that these costs be incorporated within the “Overhead and Profit” markup. Again, the “Overhead and Profit” markup will be included in the criterion rating.

SECTION IV GENERAL TERMS AND CONDITIONS

1. LENGTH OF PROPOSAL

Offerors are required to keep their proposal within ten (10) pages. Double –sided printed pages will count for two (2) pages. The following will not count towards the limit of ten (10) pages:

1. Tab Dividers provided the only text or graphics on the dividers are the tab numbers and section titles;
2. Acceptance of Terms and Conditions of RFP Form (page 2 of this document);
3. Addenda Acknowledgement Form (Attachment 1);
4. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
5. Campaign Contribution Disclosure Form (Attachment 3);
6. New Mexico Business Preference Form (Attachment 4), if applicable;
7. Resident Veterans Preference Form (Attachment 5), if applicable.

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

2. 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.

3. AWARD

- A.) In accordance with the State of New Mexico “Procurement Code”, §13-1-28 through §13-1-199 N.M.S.A., NMHU reserves the right to make an Award to the Offeror which provides the services in its best interest and may not make

the Award to the Offeror with the lowest fee. The RFP will be evaluated based on all criteria listed in this RFP, its attachments and its addendums; and

B.) NMHU reserves the right to negotiate with Offerors. Issuance of an Intent to Negotiate with an Offeror does not guarantee an Award. An Award will be made only after NMHU and Offeror complete successful negotiations/clarifications if needed. The *continuation* of an executed Contract is dependent on the acquisition of funding for this project at the beginning of each fiscal year.

4. PERIOD OF PERFORMANCE

This Award shall be effective on the date the Contract is signed by duly authorized individuals from NMHU and Contractor. The Award will be for one (1) 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 shall be in one (1) year increments and is not to exceed three (3) renewal years, not to exceed four (4) years including all renewals.

5. PROTEST

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

New Mexico Highlands University
Attn: Jennifer Madrid, Interim Director of Purchasing
P.O. Box 9000
Las Vegas, NM 87701 or jrmadrid@nmhu.edu

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

6. 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.

7. 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.

8. 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

9. NEW MEXICO LAW PREVAILS

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

10. CONTRACT VALUE

Procurement through this request for proposal is not to exceed a total value of \$4,000,000 (four million dollars) per project, or \$12,500,000 over a three-year period per NMSA 13.1-154.1. All materials, equipment rental, travel, labor and overhead & profit costs of a project will be included within the project limit.

11. STATE OF NEW MEXICO WAGE RATES

For projects with total costs exceeding \$60,000 (sixty thousand dollars) a wage rate determination will be requested and it will apply to the project, pursuant to section 13-4-10 through 13-4-17 (NMSA1978). For projects exceeding \$60,000 (sixty thousand dollars) Proposer may charge the higher of the labor rates of the wage determination and labor rates resulting from this RFP.

12. QUOTE DETAILS

For all projects under this RFP Proposers must provide an itemized quote.

Proposer must provide the following on all quotes:

Labor

1. Number of employees in each trade classification on the project
2. Hourly rates including any fringe expenses
3. Expected hours of each employee

Materials

1. Expected materials costs-copies of actual receipts for materials are to be presented with the invoices

Equipment

1. Type of equipment to be used on the project
2. Hourly rates for each piece of equipment
3. Expected hours of use of each piece of equipment

Overhead and profit

1. Included in one line item

If NMHU staff find the quote acceptable a purchase order will be generated. After the purchase order is generated work may begin

13. LICENSES & CERTIFICATIONS

Offeror is to provide to NMHU a copy of or the number(s) to their license(s) and/or certification(s).

14. LICENSES/PERMITS/EASEMENTS

The Offeror shall be responsible for obtaining their expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this RFP.

15. USE OF CONTRACT

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

16. REQUIRED AND INFORMATIONAL FORMS

- A.) The following are to be **completed and submitted** with your Proposal:
1. Acceptance of Terms and Conditions of RFP Form (page 2 of this document);
 2. Addendum(s) Acknowledgement Form (Attachment 1);

3. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
4. Campaign Contribution Disclosure Form (Attachment 3);
5. New Mexico Business Preference Form (Attachment 4), if applicable;
6. Resident Veterans Preference Form (Attachment 5), if applicable.

B.) Informational Documents

1. Advertisement (Attachment 6)

17. INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

The Offeror shall furnish the Owner one copy of Certificates of Insurance herein required for each copy of the Agreement, showing the coverages, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Offeror. The Offeror shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statement:

"The insurance coverage certified herein shall not be cancelled or materially changed except after forty-five (45) days written notice has been provided to Owner."

COMPENSATION INSURANCE:

The Offeror shall procure and shall maintain during the life of this contract Worker's Compensation insurance as required by applicable State law for all of the Offeror's employees to be engaged at the site of the project under this project and in case of any such work sublet, the Offeror shall require the subcontractor or sub-subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's or sub-subcontractor's Workers which are covered under the Offeror's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Offeror shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than \$500,000.

OFFEROR'S PUBLIC LIABILITY INSURANCE

The Offeror shall procure and shall maintain during the life of this contract Comprehensive General Liability Insurance providing limits of liability of not less than the following:

<u>Type</u>	<u>Limits of Liability</u>
Bodily Injury Liability	\$500,000. Each Occurrence \$500,000. Annual Aggregate
Property Damage Liability	\$500,000. Each Occurrence \$500,000. Annual Aggregate
	OR

Combined Single Limit	\$500,000. Each Occurrence
Bodily Injury and Property Damage Liability	\$500,000. Annual Aggregate

OFFEROR'S VEHICLE LIABILITY INSURANCE

The Offeror shall procure and shall maintain during the life of this contract Vehicle Liability Insurance providing limits of liability as follows:

<u>Type</u>	<u>Limits of Liability</u>
Bodily Injury Liability	\$500,000. Each Occurrence
Property Damage Liability	\$500,000. Each Occurrence

SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC LIABILITY AND VEHICLE LIABILITY

INSURANCE

The Offeror shall either:

- (1) Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract Public Liability Insurance of the types and amounts specified above or,
- (2) Insure the activities of the subcontractors or sub-subcontractors in the Offeror's policy as required under this Article.

GENERAL:

All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done acceptable to Owner.

The Offeror shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.

18.

SECTION 111
LIST OF SUBCONTRACTORS
 (When submitting quotes off of Contract)

Listing Threshold for this RFP: \$50,000 (1/2 of 1% of estimated max single contract)

The following subcontractors, sub-subcontractors, will work on and/or furnish material on the construction of the above named project if my bid is accepted. "General Contractor" is inserted over all headings for which no subcontractor will be let. "None" is inserted under items which are not applicable. This is a requirement of the New Mexico Procurement Act along with the "Subcontractors Fair Practices Act." Failure to list all subcontractors by name and location of place of business will automatically label the Bid as non-responsive and will result in the disqualification of the Bid.

1. Do not list material suppliers.
2. With failure to list a subcontractor, the general contractor represents that he is duly qualified to perform that portion of the work.
3. By entering "no bids received" or "no bid" on this document, the general contractor represents that he is fully qualified to perform that portion of the work.
4. For items which are not applicable list "none".
5. List only one subcontractor per subcontract. List subcontractors for base bid only.

Subcontract Item	Installer Name Address
EXCAVATION name address	
EARTHWORK name address	
DEMOLITION name address	
CONCRETE REINFORCEMENT name address	
CONCRETE name address	

Subcontract
Item

Installer Name
Address

CAST STONE MASONRY

name
address

ROUGH CARPENTRY

name
address

INSULATION

name
address

METAL ROOFING

name
address

SEALANTS

name
address

HOLLOW METAL DOORS & FRAMES

name
address

WOOD DOORS

name
address

DOOR HARDWARE

name
address

ALUMINUM WINDOWS

name
address

GLAZING

name
address

GYPSUM BOARD

name
address

Subcontract Item	Installer Name Address
RESILIENT TILE FLOORS	
name	
address	
PAINING	
name	
address	
FIRE EXTINGUISHERS	
name	
address	
CASEWORK	
name	
address	
SHEET METAL	
name	
address	
MECHANICAL CONTRACTOR	
name	
address	
PLUMBING CONTRACTOR	
name	
address	
DUCT, SYSTEM, & FILTER CLEANING CONTRACTOR	
name	
address	
ELECTRICAL CONTRACTOR	
name	
address	
FIRE ALARM	
name	
address	

For other items not listed above, attach additional sheets if necessary.

SECTION V EVALUATION COMPONENTS

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

Offerors shall ensure that all the information required herein be submitted with their Proposal. All information provided should be verifiable by documentation requested by NMHU. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the Proposal or rescission of the Contract. **Offerors are encouraged to provide any additional information describing any additional abilities. Offerors are required to keep their technical proposal within ten (10) pages.**

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

SELECTION CRITERIA

All Proposals shall be reviewed for compliance with the mandatory requirements as stipulated within this RFP and procurement statutes. Proposals found not to be in compliance will be rejected from further consideration. NMHU will determine if the Proposal complies. Proposals which are not rejected will then be evaluated based upon the following weighted criteria. There is a maximum number of one-hundred (100) points that may be awarded.

<u>Description</u>	<u>Weight</u>
1. Reference NMHU shall evaluate based on the Offeror's five largest projects.	25%
2. Performance NMHU shall evaluate based on the Offeror's past job performance with institutions of higher education. Have you been released from a project or had to file an insurance claim?	25%
3. Experience and Qualifications NMHU shall evaluate based on the Offeror's experience and qualifications. NMHU shall evaluate on response times and competition of project within schedule of Offeror.	20%
4. Cost and Financial Stability NMHU shall evaluate the Offeror's price per trades and per hour. NMHU Shall also evaluate the financial stability of Offeror.	30%
Total	100%

SECTION VI SUBMITTAL PROCEDURES

1. NUMBER OF PROPOSALS

Offeror is to submit **four (4)** complete copies of their Proposal when submitting through carrier service or in person. Offeror is to submit **one (1)** copy when submitting through vendorregistry.com

2. COSTS INCURRED

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

3. INSTRUCTIONS

A.) Instructions

- 1.) Proposals must be received in the NMHU main campus' Central Receiving Department office (800 National Avenue, Las Vegas, NM 87701) or electronically at vendorregistry.com 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 #24-002 to be received by 3:00 PM on August 08, 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 #24-002
800 National Avenue Las Vegas, NM 87701
- 2.) **If via USPS, FedEx, UPS or other carrier**
New Mexico Highlands University
Post Office – Receiving
Attn: Purchasing Department-RFP #24-002
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:
- c.) If Applicable, committee will recommend the finalist(s) for oral presentation to the committee. The committee along with the Chief Procurement Officer (CPO) will determine the schedule for the oral presentations. The top-rated Offerors will then be scheduled. The committee 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.

ATTACHMENT 1

ADDENDA 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 01 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 01 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 01 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 01, 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 #24-002
NIGP: 90927**

New Mexico Highlands University (NMHU) is seeking proposals from experienced and qualified companies for Indefinite Quantity Construction Services for main campus Request for Proposal Number 24-002.

All proposals must be submitted to NMHU's Purchasing Department prior to **3:00 pm** local time on Tuesday, August 08, 2023. Proposals received after that time shall not be accepted. Proposals shall not be opened publicly.

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

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

RFP 24-002 will be available and solicited through Vendor Registry at: <https://vrapp.vendorregistry.com> **Proposals received after that time will not be accepted**

RFP documents can 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