REQUEST FOR PROPOSAL NO. P-271

DUE DATE: June 12, 2008

BUYER: Charlotte Gensler
Telephone number: 505-224-4546
Fax number: 505-224-4548
E-mail address: cgensler@CNM.edu

TITLe: Architectural Design Services for CNM’s Westside Campus IT Data Center

INSTRUCTIONS TO OFFERORS:
The Central New Mexico Community College (CNM) invites you to submit a proposal on the material and/or services specified within this Request for Proposal. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this Request may result in your proposal being declared non-responsive. The purchase of materials and/or services awarded under this Request is subject to CNM's General Terms and Conditions as well as all statements contained in this Request for Proposal. New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

To submit an offer on the goods or services specified, provide a type written proposal responding to the scope of work/services, specifications, and evaluation criteria contained herein. Complete the form labeled “Signature of Firm’s Authorized Representative” and submit with the original proposal response. CNM does not desire responses with fancy binders, binding, or sales literature. Instead, offerors should submit responses as required for easy and clear evaluation with information presented in the order it appears herein referencing sections on all attachments. Each original proposal must be signed in ink by an authorized representative; all corrections shall be initialed in ink by person signing the proposal. The contents of the selected proposal may become part of any resultant contract award. If you wish to offer more than one proposal, clearly label the top as an alternate proposal and submit all responses in the same envelope as the original proposal. Submit the number of copies of your proposal specified above. Each copy is to include all supporting documentation. Failure to submit the required number of copies may result in your proposal being considered non-responsive.

Completed proposal package should be placed in a sealed envelope, referencing this RFP number in the lower left corner of the envelope, and submitted to the above address no later than the time and date specified above. Failure to properly complete and reference this RFP number in the lower left corner of your sealed proposal envelope may result in either premature opening of your proposal or failure to open it upon the correct closing date and time.

Note: Any and all clarifications of instructions, terms and conditions, insurance, bonds, or proposal preparation shall be made only by the Buyer listed above. Such requests for clarification must be made in writing, addressed to the Buyer listed above, and submitted no later than five (5) days prior to the proposal due date. Technical questions concerning the requirements of the requester should be directed to the Buyer listed above. If appropriate, CNM Purchasing shall issue a written Amendment which shall thereafter become part of this Request for Proposal. No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM Purchasing prior to the proposal due date and time.

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SECTION A: DEFINITIONS

1.1 **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.

1.2 **Contractor:** means the Successful Offeror awarded the Agreement/Contract.

1.3 **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13-1-52 NMSA 1978).

1.4 **Offeror:** any person, corporation, or partnership legally licensed to provide design professional services in this state, which chooses to submit a proposal in response to this Request for Proposals.

1.5 **Procurement Officer:** means the person or Procurement Officer or his designee authorized by CNM to manage or administer a procurement requiring the evaluation of proposals.

1.6 **Request for Proposals:** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals (§ 13-1-81 NMSA 1978).

1.7 **Responsible Offeror or Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her/its’ financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 NMSA 1978).

1.8 **Responsive Offer or Proposal:** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§ 13-1-85 NMSA 1978).

1.9 The terms **must, shall, will, is required, or are required,** identify a mandatory item or factor.

1.10 The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

1.11 **“Detailed Estimate of Construction Cost”** means a forecast of construction costs prepared on the basis of the Architect’s detailed analysis of materials and labor for all items of work.

1.12 **“Estimate of Probable Construction Costs”** means a forecast of construction cost; may be a preliminary estimate of construction cost or a detailed estimate of construction cost.

1.13 **“Preliminary Estimate of Construction Cost”** means cost forecasts prepared by the Architect during the schematic design, design development, and construction documents phases of basic services for the owner, prepared prior to the detailed estimate of construction costs.

1.14 The terms **“Construction Costs” and “Actual Construction Costs”** are to be construed to be one and the same and mean the actual contract amount to be paid by CNM to the General Contractor(s) to construct the structure or facilities designed and described within the construction bidding documents. Construction costs do not include costs associated with furniture and equipment not specified within the construction bid documents.

1.15 **“As-built” and “Record Documents”** are to be interpreted to be one and the same and are defined as construction drawings revised to show all significant changes to the construction documents made during the construction process, usually based on marked up prints, drawings, and other data furnished by the contractor to the Architect.

1.16 **“Project Program”** means the written and graphic description of the Project objectives, including intended use of facilities and site, design constraints and criteria, physical parameters, spatial requirements and relationships, and requirements for special equipment, systems and materials; the results of which are to be documented in a written manual.

1.17 **“Owner”** is Central New Mexico Community College (CNM).

1.18 **Bidding Documents** means all required documents for the public advertisement, bidding, selection, award, construction and administration of the Construction Documents for the project in conformance with the New Mexico procurement Code.

1.19 **Construction Contract Documents** are the documents that constitute the Agreement between the owner and the General Contractor to construct the project(s) in accordance with the bidding documents (reference Exhibit D).

1.20 **Attorney’s Fees.** In the event of litigation with respect to or related to this RFP or the awarded project, such action shall be brought in the County of Bernalillo, State of New Mexico. The prevailing party shall be entitled to recover reasonable attorney’s fees. The law of the State of New Mexico shall govern these matters.

1.21 **Telegraphic notice: notice provide via Facsimile or E-mail transmission.**
SECTION B: INSTRUCTIONS TO OFFERORS AND RFP #P-271 STANDARD TERMS AND CONDITIONS

2.0 COPIES OF REQUEST FOR PROPOSALS.

A. A complete set of the Request for Proposals and all Exhibits may be obtained from the CNM Purchasing Department located on the Main Campus at 525 Buena Vista SE, A Building, Room #A128, Albuquerque, New Mexico 87106.

B. A complete set of the Request for Proposals shall be used by the Offeror in preparing and submitting proposals; CNM assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the request for Proposals.

C. CNM in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.

D. A complete copy of the Request for Proposals shall be made available for public inspection and shall be posted at the CNM Purchasing Department.

2.1 DISCREPANCIES. Should any interested offeror find any part of the listed scope of work, specifications, requirements or the terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, he/she shall immediately call such matters to the attention of the Buyer in writing.

2.2 INTERPRETATIONS.

A. CNM is not liable for any errors or misinterpretations made by the offeror responding to this RFP. No advantage shall be taken by Offerors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Offeror’s proposal may, at the sole discretion of CNM, be cause for disqualification. Offerors are responsible for ensuring that all information provided in the proposal response is accurate and complete in its entirety.

B. All questions about the meaning or intent of the Request for Proposals shall be submitted in writing to the attention of the Buyer for this procurement. Replies will be issued by Addenda mailed or delivered to all parties recorded by CNM as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

C. Offerors shall promptly notify CNM of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

D. ADDRESSES FOR NOTICES. Any notice required to be given or which may be given under this Proposal or the resultant agreement shall be in writing and delivered in person or via first class mail to the following address:

Albuquerque Technical Vocational Institute
Purchasing Department
525 Buena Vista, SE
PO BOX 87196-4586
Albuquerque, NM 87196-4586
Attn: Charlotte Gensler, Interim Director of Purchasing and Materials Management

2.3 ADDENDA/AMENDMENT.

A. Addenda/Amendments will be mailed or transmitted by facsimile or hand delivered to all who are known by CNM to have received a complete set of the Request for Proposals.

B. Copies of Addenda/Amendments will be made available for inspection wherever Request for Proposals are on file for that purpose.

C. No Addenda/Amendment will be issued later than three (3) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which provides notice of postponement of the date for receipt of Proposals.
D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all
Addenda/Amendments issued, and shall acknowledge their receipt in the space provided in Section F, on the form
labeled “Signature of Firm’s Authorized Representative”.

E. **ACKNOWLEDGMENT OF ADDENDA.** Offerors shall acknowledge receipt of any Addenda/Amendments to this
Proposal by identifying the amendment number and date in the space provided on the form labeled “Signature of
Firm’s Authorized Representative”.

**PROPOSAL SUBMITTAL PROCEDURES**

**3.0 NUMBER, FORM AND STYLE OF PROPOSALS.**

A. Offerors shall provide one (1) original and four (4) copies of their proposal to the CNM Purchasing Department,
525 Buena Vista SE, Albuquerque, New Mexico 87106 on or before the closing date and time for receipt of
proposals.

B. All proposals must be typewritten on standard 8 1/2” x 11” paper, single spaced, size 10 minimum font and bound
on the left-hand margin;

C. A maximum of thirty (30) single sided pages, including title, index, etc., not including front and back covers.

D. The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed
items in the sequence indicated:

1) Letter of Interest, if any;
2) Response to Specialized Design and Technical Competence;
3) Response to Capacity and Capability;
4) Response to Record of Performance;
5) Response to Proximity to or Familiarity with the Area;
6) Response to Work to be done in New Mexico;
7) Response to Current Volume of Work with CNM not 75% Complete;
8) Other supporting or resource material.

E. **Proposal of Fees for Basic Services to be charged under this agreement.** The Fee Proposal shall be
submitted in a separate sealed envelope. Fees shall not be used is the evaluation of qualifications. However, failure to submit an appropriate fee proposal may lead to disqualification. Such separate
submittals, shall only be opened after final rankings of submittals have been performed and finalized.
The maximum allowable construction cost (MACC) for this project is $1,962,000.00 excluding
gross receipts tax.

F. Any proposal that does not adhere to this format, and which does not address each specification and requirement
within the RFP may be deemed non-responsive and rejected on that basis.

G. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and
should be readily separable form the proposal in order to facilitate eventual public inspection of the non-confidential
portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable.
Only matters, which clearly are of a confidential nature, will be considered.

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

**3.1 EMPLOYMENT OF CONSULTANTS AND SUBCONTRACTORS.**

A. Offeror agrees to employ competent and New Mexico licensed and registered Architects, engineers, surveyors and
other professionals, and such consultants and subcontractors for the project, as might be necessary for the proper
design and construction of the project. Offeror represents that services that are proposed to be performed by the
design professionals under a resultant agreement shall be conducted in a manner consistent with that level of care
and skill ordinarily exercised by members of the profession currently practicing under the same or similar
conditions. Offeror represents that the performance of any consultant or subcontractor assigned by Offeror to work
on the project shall be in accordance with sound professional standards, and the requirements of the resultant agreement.

B. The Offeror shall list and state the qualifications for each Consultant or Sub-contractor the Offeror proposes to use for all consultants and subcontracted Work.

C. The Offeror is specifically advised that any person or other party, to whom it is proposed to engage as a consultant or sub-contractor under this proposal, must be acceptable to CNM after verification by CNM of the current eligibility status, including but not limited to suspension or debarment by CNM. Any work to be performed by a consultant or sub-contractor by the successful Offeror shall require the prior written approval of CNM.

D. All sub-contractors must be registered with the Labor and Industrial Division of the New Mexico Department of Labor (DOL).

3.2 DEBARRIED OR SUSPENDED CONTRACTORS. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with CNM and shall not be considered for award of the contract during the period for which it is debarred or suspended with CNM.

3.3 SUBMITTAL OF PROPOSALS.

A. Offerors are hereby expressly instructed that all proposals in response to this solicitation shall meet all specifications and requirements of this solicitation.

B. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.

C. The envelope shall be addressed to the Procurement Officer/Buyer of CNM. The following information shall be provided on the front lower left corner of the Bid envelope: Project Title, Project No., Request for Proposals number, date and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation “SEALED PROPOSAL ENCLOSED” on the face thereof.

D. In submitting a proposal in response to this Request For Proposals, the Offeror represent that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements which are part of the Request for Proposal. The successful Offeror shall perform work under the resultant agreement in strict accordance with the latest version of all Federal, State and local codes, rules, laws, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the contractor. The response must be signed by an authorized representative in order for proposal to be considered responsive. Complete and return the form labeled “Signature of Firm’s Authorized Representative” with proposal response.

E. LATE SUBMISSIONS. Late submissions of proposals will not be considered unless it is determined by CNM that the late receipt was due solely to mishandling by CNM or if the proposal is the only one received. All other late submissions will be returned unopened.

F. The Offeror shall assume full responsibility for timely delivery of proposals at the Procurement Officer office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent/Buyer or his Procurement Officer or his designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

G. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Procurement Officer.

H. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration. However, proposals may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.
I. **PERIOD FOR PROPOSAL ACCEPTANCE.** The Offeror agrees, if his/her proposal is accepted within 90 calendar days of the closing date, to furnish the goods and services at the prices set forth in his/her proposal, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the bid list.

3.4 **CORRECTION OR WITHDRAWAL OF PROPOSALS.**

A. 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 or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.

B. 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 Request for Proposals.

C. Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.

3.5 **NUMBER FOR PROPOSAL CLARIFICATION.** The Offeror should include a local or toll-free number for proposal clarifications. Failure to do so may result in the proposal being declared non-responsive.

3.6 **NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR.**

A. The Offerors’ attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

B. In submitting a proposal response, the Offeror represents that the Offeror has familiarized himself/herself/it with the nature and extent of this Request for Proposals dealing with federal, state and local requirements, which are a part of this Request for Proposals. Offeror agrees to be bound by and abide by and perform any and all of its duties, obligations and responsibilities awarded in response to this Request for Proposals in strict accordance with the ethics of its profession and all federal and state municipal laws, regulations, and ordinances regulating the practice of Architecture, architecture or surveying.

C. Offeror agrees to perform all work and services awarded as a result of this Request for Proposals in accordance with normal standards of Professional care. The offeror agrees to cooperate with CNM and other contractors and coordinate his/her/its work involving other contractors through CNM's authorized representative.

3.7 **RECEIPT, OPENING AND RECORDING.**

A. Proposal will be opened on the due date and time specified on the proposal cover sheet, unless changed through an Addendum or amendment to this RFP, in the CNM Purchasing Department Office. This is not a public opening and contractors are not invited to attend. Proposals received on time will be opened in the presence of one or more witnesses and the name of the Offeror and address will be recorded.

B. All information, except that marked as confidential, will become public information at the time that the Proposal is awarded. Offerors may request in writing nondisclosure or confidential data. Such data should accompany the proposal, be readily separable from the proposal in order to facilitate eventual public inspection, and be marked “CONFIDENTIAL” in red letters in the upper right hand corner of the sheets containing the confidential information. A request that states that the entire proposal be kept confidential will be acceptable. Only matter which clearly are of a confidential nature are to be shown as such.

3.8 **PROPOSAL EVALUATION.**

A. Proposals shall be evaluated on the basis of demonstrated competence and qualifications 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:

1) acceptable,
2) potentially acceptable, that is, reasonably assured of being made acceptable, or
3) unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
B. CNM 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, construction or items of tangible personal property offered. (§ 13-1-132 NMSA 1978).

3.9 RESPONSIBLE OFFEROR.

A. All work shall be under the direction of the applicable design professional legally licensed and registered by the state of New Mexico. The contractor and all contractor's employees and subcontractor’s and subcontractor’s employees utilized on the work to be performed under this Proposal must have the proper certification(s) and license(s) to comply with all Federal, State and local requirements connected to this proposal and must be registered with the Labor and Industrial Division of the New Mexico Department of Labor. The contractor shall use only fully qualified and approved service technicians to perform inspections and services under this Proposal.

B. CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of an offeror (i.e., prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the request for proposal).

C. OFFEROR’S QUALIFICATION STATEMENT. Offeror to whom award of a Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§ 13-1-82 NMSA 1978). Offer shall provide audited financial statements if requested by CNM.

D. If an Offeror who otherwise would have been awarded a 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 Procurement Officer. 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 (§ 13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-12- NMSA 1978).

3.10 EVALUATION AND SELECTION PROCESS.

A. Upon receipt and opening of proposals, CNM’s Purchasing Department shall determine the responsiveness of each proposal.

B. Based upon the proposals and the evaluation criteria set forth within this Request For Proposals, the evaluation committee, composed of representatives selected by CNM, shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.

C. The evaluation committee shall select, ranked in the order of their qualifications, no less than three (3) businesses deemed to be the most qualified to perform the required services. If fewer than three (3) businesses have submitted a statement of qualifications for a particular project, the evaluation committee may:

(1) rank in order of qualifications and submit to the CNM Governing Board for award those businesses which have submitted a statement of qualifications; or

(2) recommend termination of the selection process pursuant to Section 13-1-131 NMSA 1978 and send out of new notices of the re-solicitation of the proposed procurement. Any proposal received in response to the terminated solicitation is not public information and shall not be made available to competing offerors.

3.11 NEGOTIATIONS (§13-1-122 NMSA 1978)

A. CNM’s Procurement Officer or his designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making
this decision, the Procurement Officer or his designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

B. Should the Procurement Officer or his designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The Procurement Officer or his designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the Procurement Officer or his designee shall formally terminate negotiations with that business.

C. The Procurement Officer or his designee shall then undertake negotiations with the third most qualified business.

D. Should the Procurement Officer or his designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the Procurement Officer or his designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

E. CNM shall publicly announce the business selected for award.

F. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offer. Negotiations may be conducted with responsible offerors who submit offers found reasonably likely to be selected for award.

3.12 AWARD OF PROPOSALS.

A. CNM reserves the right to award this proposal based on the evaluation criteria contained herein; to reject any and all proposals or any part thereof, and to accept the proposal that is in the best interest of CNM.

B. A written notice of award shall be issued by CNM after review and approval of the Proposal and related documents by CNM with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978). The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).

C. The resultant agreement shall not be binding on CNM unless approved by Governing Board, the respective vice president, and the comptroller prior to services being rendered. The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

3.13 CHANGES/ALTERATIONS AFTER AWARD. Changes or alterations after the award can only be made if agreed to in writing by CNM.

3.14 REJECTION OR CANCELLATION OF PROPOSALS. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, without penalty when it is in the best interest of CNM. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978). CNM shall reserve the right to cancel without penalty the resultant agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of CNM.

3.15 PROTESTS.

A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to CNM’s Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of CNM’s Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).

B. In the event of a timely protest under this section, the Purchasing Agent and CNM shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of CNM (§ 13-1-173 NMSA 1978)
C. The Purchasing Agent or his Procurement Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys’ fees (§ 13-1-174 NMSA 1978).

D. The Purchasing Agent or his Procurement Officer or his designee shall promptly issue a determination relating to the protest. The determination shall:

1) state the reasons for the action taken; and
2) inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 1978

E. A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and ther Offerors involved in the procurement (§ 13-1-178 NMSA 1978).

3.16 GOVERNING LAW. This Proposal and the resultant price agreement will be interpreted and governed by the Laws of the State of New Mexico. The successful Offeror shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. Offeror further agrees to operate under and be controlled by the Civil Rights Act of 1964, Title VI, and Executive Order No. 11246.

3.17 ATTORNEY’S FEES. If any action resulting from this RFP is brought against CNM, such action shall be brought in the County of Bernalillo, State of New Mexico. If CNM prevails, CNM shall be entitled to reasonable attorney’s fees. The law of the State of New Mexico shall govern these matters.

3.18 INVITATION IS ENTIRE AGREEMENT.

A. This Request for Proposals constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered nor amended in any way except as provided for in this Proposal.

B. This Proposal along with its attachments will be considered to be part of the resultant price agreement and or purchase order and is to be incorporated by reference.

C. CNM’s General Terms and Conditions are an equal and integral part of this Proposal.

3.19 AUTHORITY TO BIND CNM. Offeror shall not have the authority to enter into any contracts binding upon CNM or to create any obligations on the part of CNM, except such as shall be specifically authorized by the CNM representative, acting pursuant to authority granted by CNM.

3.20 STATUS OF CONTRACTOR. The successful Offeror shall be determined to be an independent contractor performing services for CNM and neither he/she/it nor his/her/its agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of CNM vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of CNM. The contractor acknowledges that all sums received under the resultant agreement are personally reportable by him/her/it for income, self- employment and other applicable taxes.

3.21 OWNERSHIP OF INSTRUMENTS OF SERVICE. Any and all data, material, documentation, notes, drawings, design, specifications and other work prepared by, developed or performed by the Offeror in conjunction with a resultant award of an agreement to this RFP shall and will become the property of and belong exclusively to CNM. Before receiving final payment, the successful Offeror shall be required to deliver to CNM the original construction documents and details and a bound volume of the specifications. CNM shall not have the right to use the construction documents for other building projects except as may be required for reference without the successful Offeror’s consent. CNM shall not have the right to sell the construction documents, drawings and specifications. The successful Offeror shall not be permitted to reuse the drawings developed for the project identified within this RFP in whole or in part for other projects without obtaining CNM’s prior written permission. CNM agrees to hold harmless, indemnify and defend the Architect and its’ subcontractors against all damages, claims and losses, including defense costs, arising out of any reuse of the construction documents without the written authorization of the Architect.

3.22 CONFIDENTIALITY. Any information provided to or developed by the Contractor in the performance of the resultant agreement shall be kept confidential and shall not be made available to any other individual or organization by the Contractor without prior written approval of CNM.

3.23 TIMELINESS OF PERFORMANCE. Architect agrees and shall be required to prosecute work under any resultant agreement to this RFP with diligence and continuous effort, and that Architect will not delay the work in order to perform
other contracts entered into by the Architect. The Architect agrees that time is of the essence in the performance of services awarded in response to this RFP and the construction project. The Architect agrees to provide a continuously updated project schedule covering the period from the Architect contract point to the construction facilities acceptance point. The Architect understands that if the Architect fails to meet any of the time schedules or milestones without the written approval of CNM, CNM may suffer damages as a result of such delay. Should such damage occur, CNM will take appropriate action for recovery of such damage. However, Architect will not be responsible for consequential damages resulting from delays beyond Architects’ control. Architect agrees to and shall be required to continue to perform work under a resultant Agreement through all disputes, with the Owner (CNM) and/or the Contractor, including but not limited to payment disputes and disputes regarding the scope of the Architect’s obligations under the Agreement.

3.24 INSURANCE REQUIREMENTS. The successful offeror shall be required to carry insurance meeting the requirements in the Exhibit A labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. The successful Offeror will be required to submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under the resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement and must be extended to coincide with any future price agreement extension. This Request for Proposal Number must appear on the Certificate of Insurance.

3.25 PROFESSIONAL LIABILITY INSURANCE. At its own expense, the successful offeror shall be required to procure and maintain during the life of the resultant agreement professional liability insurance in an amount not less than One Million ($1,000,000) for each claim and in the aggregate. Insurance coverage shall not be canceled or materially changed except after thirty (30) days written notice has been provided to CNM. Architect shall furnish CNM copies of certificates of insurance showing the coverage, limits of liability, covered operations, effective dates and dates of expiration of policies of insurance carried by Architect.

3.26 BRIBES, GRATUITIES AND KICK-BACKS. Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including § 30-14-1, § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through § 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

3.27 INDEMNIFICATION AND INSURANCE. Offeror agrees to indemnify, defend and hold harmless CNM, its officers and employees against all liability, claims, damages, losses or expenses (including attorney’s fees) arising out of bodily injury to persons or damage to property caused by, or resulting from, Offeror's and/or its employees', Consultants, Subcontractors errors, acts, omissions or negligence. This hold-harmless and indemnification clause is subject to the immunities, provisions and limitations of the New Mexico Tort Claims Act (Sections 41-4-1 et seq. N.M.S.A. 1972) and Section 56-7-1, N.M.S.A. 1978 and any amendments thereto. This Agreement to Indemnify shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of:

A. The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or

B. The giving or failure to give directions or instructions by the indemnitee, or the agents or employees of the indemnitee, where the giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

3.28 ASSIGNMENT AND SUCCESSORS. Offeror agrees not to sublet, sell or assign a resultant Agreement nor any portion of the work included therein, and not to enter into a partnership for the performance of the services and work contemplated by the resultant Agreement with any person or persons without the prior written permission of CNM. Any approved successors or assignees shall be bound to and by the same terms and conditions as Offeror, and shall accept in writing the delegation of Offeror’s duties and responsibilities under the resultant Agreement. Offeror shall remain responsible for completion of the Project and warranties. The successful Offeror shall remain responsible for design integrity.

3.29 RECORDS AND AUDIT. The successful offeror shall be required to maintain detailed time records that show the date, time and nature of services rendered. These records shall be subject to inspection by the CNM, its representatives, and the State Auditor. CNM, its representatives, and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of CNM to recover excessive and/or illegal payments. CNM, its representatives and the State Auditor shall have access to and the right to examine and/or audit any directly pertinent records, books, documents and papers of the successful Offeror involving transactions related to any Agreement entered into as a result of this RFP for a period of three (3) years after final payment.
3.30 TERMINATION.
Termination for Cause. If Offeror, for any cause, fails or omits to carry out the work in an acceptable manner CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Offeror shall take corrective measures within such time. Offeror's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by CNM.

In the event of a for-cause termination, CNM shall terminate this Agreement by delivering to Architect a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon such termination, the Architect shall deliver to CNM all design plans, construction estimates, drawings, documents, survey books, construction documents and all other materials developed under this Agreement. CNM shall then have the right to retain the services of other design professionals to complete the Architect’s work under this Agreement, and shall have no obligation to seek bids for that replacement design professional(s). The cost of completing the Architect’s work under this Agreement shall be paid for by applying the balance of the contract amount remaining on this Agreement at the time of termination. If the cost to complete the work under this Agreement is less than the remaining contract amount, the remaining contract amount shall be paid to the Architect. If the cost of completing the work under this Agreement exceeds the contract amount, then the Architect shall pay CNM for the difference between the contract amount and the cost to complete the Architect’s work.

Termination for convenience of CNM. On fifteen (15) business days written notice to Architect, CNM May terminate this Agreement in whole or in part for its own convenience in the absence of any default of Architect.

In the event of a no-cause termination, CNM shall terminate this Agreement by delivering to Architect notice of termination without cause specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the sixteenth (16th) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Architect shall deliver to CNM all design plans, construction estimates, drawings, documents, survey books, construction documents and any or all other materials developed under this Agreement. Upon delivery of such notice, the Architect shall have the right to receive payment for services satisfactorily performed to termination date, including reimbursement then due.

3.31 CNM’S RESPONSIBILITIES. CNM shall designate a representative (“Facilities Representative”) to act on its behalf as project manager for the project. The Facilities Representative shall have limited authority to give general direction to the Architect, answer questions, to approve pay applications, and initiate the change order process. The CNM’s Purchasing Director shall administer the resultant agreement and shall have the authority to 1) modify or interpret the Agreement, 2) to authorize the Architect to perform additional services or 3) to approve change orders, all of which are decisions which are reserved to be made by CNM’s Purchasing Director. No action, representation, or conduct by any CNM Representative shall relieve the Architect of its responsibilities to carry out its duties and obligations under this Agreement.

3.32 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. CNM desires to bid the construction of this project by Bid, RFP or other method permissible under the New Mexico State Procurement Code, to the extent they are not inconsistent with any provisions of this Request for Proposal.
SECTION C: CNM GENERAL TERMS AND CONDITIONS ARTICLE 1.

1. Inspection and Audit. a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.

b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. Warranties. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express and implied, are incorporated herein.

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unacceptable materials, supplies or service. Notwithstanding final acceptance and payment. Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

4. Assignment. This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. Changes. CNM may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of CNM. Any claim of Seller for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Seller of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expense, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, sub-contractors, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys fees, in connection with or resulting from such suit or action. Seller agrees that it and its sub-contractors will maintain public liability and property damage insurance in reasonable amount covering the above obligation and will maintain workers’ compensation coverage covering all employees performing this order.

7. Equal Employment Opportunity. Contractor shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap.

8. Patent and Copyright Indemnity. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

9. Discounts. Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

10. Penalties. The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

11. Title and Delivery. Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval from CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

12. Other Applicable Laws. Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

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Section D : SCOPE OF WORK

CNM is seeking an architect A/E firm to provide services on a project located at the Westside Campus. CNM is seeking to engage the A/E to develop a bid package for the following project. The A/E will need to ensure that this project schedule is consistent with CNM needs.

CNM Westside IT Data Center Room 120

SCOPE OF WORK

GENERAL PURPOSE
The purpose of this project is to bring CNM’s Information Technology Services (ITS) operations into compliance with NM State auditor recommendations. In part, these recommendations will result in expansion of the Westside Campus computer server room WS120 into a secondary Data Center to serve as an active co-location facility for CNM’s primary Data Center located on its Main Campus. As such provisioning of emergency back-up power and environmental control systems that are dedicated to ITS operations at the Westside Campus as well as appropriate security considerations are project requirements.

THE WORK
The Work by the Architect/A/E (A/E) shall include preparation of detailed construction documents that describe all facets of the installation of the system approved by CNM. The drawings and specifications shall include descriptions of all architectural, structural, mechanical, electrical, and control requirements necessary to provide reliable, code-compliant, low maintenance, and efficient systems.

CNM is in the process of co-developing a primary data center located at Main Campus. It is a requirement of CNM that the two facilities share common design, equipment specifications and communications distribution methodology wherever it is reasonable to do so. The A/E shall coordinate with CNM PPD, and ITS and use the new Data Center that will be located at the Main Campus as basis for this renovation.

REFERENCE MATERIALS
Data Center Assessment Proposal.doc - Section II
Data Center Condition Survey 07-20-05.pdf - Study completed by DMJM in 2005
Communications Infrastructure Standards Manual (CISM) 12/12/07
CNM Main Campus Data Center Design Specifications - Currently being developed

Electrical
1. Detailed evaluation of electrical requirements of all electrically powered systems associated with the data processing center including but not limited to un-interruptible power supplies (UPS), servers and other data processing equipment, lighting, alarm, air-conditioning equipment, generating capacity, power conditioning requirements, changeover switching upon power failure, server rack power circuiting, and all other electrical issues. Note that the emergency generator shall have sufficient capacity to simultaneously and continuously power all electrically-powered systems identified above.
2. Evaluation of all factors related to UPS design including, but not limited to, battery types, location, storage capacity, electrical characteristics, cooling and humidification requirements, compatibility with generator, battery room location (if necessary), etc.
3. Evaluation of existing communications distribution pathways such as conduit and cable trays potentially affected by this project. Design shall include any necessary modifications approved by CNM ITS.
4. Evaluation and selection of appropriate location for the emergency generator including design of vandal resistant enclosure.
5. Determination of appropriate generator fuel (diesel or natural gas)
6. Presentation of findings and coordination with CNM Physical Plant and ITS staff.
7. Proceed with design as approved by CNM.
8. All communication related infrastructure including cable racks and trays should be designed in accordance with CNM’s Communications Infrastructure Standards Manual (CISM). The A/E shall coordinate with CNM PPD/ITS to obtain that document.

Mechanical
9. Evaluate cooling requirements of all systems identified in Electrical above.
10. HVAC system design shall take into consideration capacity, reliability, redundancy, footprint, maintainability, economy of operation, etc.
11. Coordinate with CNM PPD and ITS personnel regarding system selection criteria.
12. Evaluate and design necessary modifications of existing mechanical system.
13. Prepare detailed construction documents that describe all facets of the installation of the system approved by CNM. The drawings and specifications shall include descriptions of all electrical, and control requirements necessary to provide a reliable, code-compliant, low maintenance, and efficient generating system.

14. Design shall include removal and/or re-routing of all water supply lines and drains that are overhead and on or in walls adjacent to the data center including the existing temporary A/C unit condensate drains.

15. Fire suppression shall include FM-200 or pre-action sprinklers as determined by Main Campus Data Center design.

16. Remove existing transfer air opening and smoke/fire damper from wall common to corridor.

17. A/E shall submit energy calculations to meet US EPA Energy Star Energy Tracker software to provide calculations on the energy efficiency.

**Architectural**

18. Remove wall between existing server room and adjacent additional data center space.

19. Evaluate roof system, walls, and other existing building materials regarding suitability for humidity retention and other factors related to humidified spaces.

20. Evaluate all factors relating to the need for a ceiling including air flow, access to overhead cabling, humidification, etc.

21. Evaluate and design for alternate route back to mechanical fan room for return air from adjacent rooms.

22. Evaluate need, configuration, location, construction, etc. for battery/UPS room.

23. Remove two existing doors.


25. Seal existing return air transfer opening located above ceiling.

26. Evaluate optimum location of outdoor electrical and mechanical equipment regarding security, noise, serviceability, etc.

27. Use sustainable products where practical.

**SECURITY**

29. Include infrastructure design for controlled access, alarms, and environmental sensors.

30. Evaluate need for security-related infrastructure associated with emergency generator and its enclosure if applicable.

The following will be included as in the lump sum services this project:

1. The A/E will need to provide a list of all deliverables for each phase of the project as well as schedule for completing the project.

As part of this project The Architectural/ A/E firm shall also provide the following :

1. Full construction inspection .

2. Provide various campus and community meetings to seek input into the design of the two projects.

3. The Architectural/ A/E firm shall perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by A/Eso of good standing with the New Mexico Board for Registration of A/Eso or Architects. Within 15 days of the award of a purchase order, the A/E shall submit for CNM’s approval a schedule for the performance of the A/E service, and shall include allowances for periods of time required for the review and approval of submissions to CNM and any other agency having jurisdiction and the orderly progress of the Work. Time limits established by this schedule and approved by CNM shall not be exceeded, except for reasonable cause. It is anticipated the construction will begin during the fall 2008 term.

4. The Architect/ A/E shall provide a full Professional Team: For the performance of the services required by the Agreement. The A/E shall employ the services of consulting A/Eso so as to provide a full professional team as dictated by the disciplines of architectural and A/E design involved in the Work. Specialized consultants with regards to Data Center Designs will be included in the basic Services.

5. Review and comply with laws, codes, and regulations applicable to the design incorporating requirements imposed by governmental authorities having jurisdiction over the project such as EPA, AMAFCA, and, County of Bernalillo.

6. Consider and advise the Owner of the comparative values of alternative materials, and equipment relative to construction, maintenance, and life cycle costs to achieve a design appropriate for the Owner’s program and suitable for the Project Budget.


**Additional Requirements of the A/E Firm include:**

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RFP #P-271, Advertise Thursday, May 22, 2008

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A. Programming Phase
   a. The Architect/ A/E shall develop a written program to ascertain the requirements of each Project and shall review the understanding of such requirements with the Owner.
   b. The Architect/A/E shall provide a complete project program listing the needs of the Owner, project cost, objectives, conferences, regulatory requirements, and Design Criteria.
   c. The Architect/ A/E shall review energy requirements and propose studies, alternatives and information to select the best mechanical systems that are energy efficient.
   d. The A/E shall work with CNM to determine where CNM can seek LEED benchmarks to design, construct and operate these projects as a high performance green building.
   e. The Architect/ A/E shall provide preliminary evaluation of the Owner’s Scope of Work and Project Schedule, Project site, Budgeted cost of the Work, and available surveys, tests, and reports to ascertain that each is consistent and comparable with the others and the requirements of the Project. If the A/E detects any inconsistencies or incompatibilities among the documents and information provided by the Owner, the A/E shall promptly recommend reasonable adjustments.
      i. The A/E shall investigate existing conditions or existing facilities.
      ii. The A/E shall investigate existing facilities and provide a preliminary seismic evaluation of the structures in accordance with City and County Codes.
      iii. The A/E shall comply with CNM requirements for telephone and fiber lines as required by the Computer Information Technologies Department. A Standard Manual regarding IT requirements will be provided to the A/E.
      iv. Obtain and list all design related permits and approvals required by governmental authorities having jurisdiction over the project. (e.g. grading, drainage plans, zoning, right of ways, encroachment)
      v. Meet with local governmental agencies to obtain prior approval

B. Schematic Design Phase
   a. Schematic Drawings and Specifications. Based on the Owner’s program, project schedule and delivery method, Project site, Budgeted Cost of the Work, and preparatory surveys, test, and consultants’ reports, and any agreed adjustments thereto, the A/E shall prepare schematic drawings for Schematic Plan Submittal.
   b. Submit for Approval. The A/E shall submit the schematic design documents for the approval of the Owner. The schematic design document approved by the Owner shall constitute the Approved Project Schematic which can only be revised only by written agreement of the A/E and Owner.
   c. The A/E shall provide the Owner with a preliminary estimate of construction cost prior to beginning the Preliminary Design Phase.

C. Preliminary Design Phase
   a. Preliminary Drawings and Specifications. Based upon the schematic Design documents approved by the Owner, and any adjustments them authorized by the Owner in the budgeted Cost of the Work, Program Schedule, or delivery method, the A/E shall prepare preliminary drawings, outline specifications, and other documents to fix and describe the size and character of the Project.
   b. The A/E shall submit to CNM a preliminary Estimate of Construction Cost based on the current area, volume and other unit cost to CNM for review. The A/E shall have the discretion of determining the estimating method(s) and detail, but the estimate shall accommodate traceable, supportable information.
   c. The A/E shall prepare and distribute conference memoranda, meeting minimum summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the Project. The Project name shall be shown on all documents.
   d. The A/E shall obtain all design related permits and approvals required by governmental authorities having jurisdiction of each Project.

D. Design Development Phase
   a. Based upon the preliminary design documents and the approved budget, the A/E shall begin preparing the Design Development Drawings.
   b. Based on CNM approved preliminary design documents any further adjustments in the scope quality and the Cost of work, the A/E shall prepare draft Construction documents consisting of plans and specifications setting forth in detail the requirements for the construction of the Project. The drawings shall incorporate the resolutions of the CNM comments.
c. The A/E shall provide review drawing throughout this portion of the project to CNM for review and comment. The review of the Documents by the Owner shall not relieve the A/E of responsibility for code compliance, design deficiencies, omissions and errors.

d. The design documents will identify and note the LEED benchmarks that CNM will be seeking.

E. **Construction Document Phase**

a. **Authorization.** The Owner’s approval of the A/E estimate of the Cost of Work and the preliminary drawings and outline specifications shall constitute authority for the A/E to proceed with the completion of Contract Documents.

b. **Provide construction specifications in Master Format 2004.**

c. **Final Drawing and Specifications.** Based on CNM approved preliminary design documents any further adjustments in the scope quality and the Cost of work, the A/E shall prepare construction documents consisting of final plans and specifications setting forth in detail the requirements for the construction of the Project. The drawings shall incorporate the resolutions of the CNM comments and shall be complete and ready for bidding.

d. The A/E shall be responsible, for obtaining all design related permits and approvals required by the governmental authorities having jurisdiction over the projects.

e. **The Review of the Construction Documents by the Owner shall not relieve the A/E of responsibility for code compliance, design deficiencies, omissions and errors.**

f. **The A/E shall provide the local Building official having jurisdiction all required sets of Construction Documents to review, meet with the local official, and determine any changes. Approval and signature from the Local Official is required prior to the Construction Contract and Procurement Services.**

g. **The Construction Documents shall conform to the following:**

i. Drawing format shall be AutoCAD, Release 2004/5 or later.

ii. Main floor plan scale shall be no smaller than 1/8”=1′-0”.

iii. Floor plans shall be oriented on the sheet so that north is up or right.

iv. General text height shall be no smaller than 0.1” when plotted full size.

v. Drawings shall be 36”x24”.

h. The A/E shall meet with the Local Fire Marshall and provide the Fire Marshall with a complete set of the construction documents. The A/E shall provide CNM with the Following

i. Certificate of compliance

ii. Fire Marshall Inspection Report

D. **Bidding Phase**

a. **The A/E following the Owner’s approval of the Final Design Phase shall assist the Owner in obtaining bids and in the award and preparation of the Construction Contracts.**

b. **The A/E shall furnish and distribute Bid Documents to prospective bidders in accordance with the Advertisement for bids and General Conditions of the Contracts.**

1. **Bid Document Deposit:** The A/E shall distribute sets of Bid Documents to bidders, upon receipt of a deposit for each set. The amount of the deposit shall be determined by the Owner as prescribed in the Contract Documents.

2. **Distribution and Refund of Deposits.** Sets shall be provided to the General Contractor Bidders upon receipt of the deposit and the deposit shall be refunded in full for each set returned in reusable condition within ten days after bid opening. All refunds shall be paid within twenty days after the opening of the bids. Any deposits not refunded will be sent to the purchasing department noting the amount. Building exchanges and similar agencies may be provided Bid Documents without charge.

3. **The A/E shall provide the Owner a certified tabulation showing the number of sets reproduced, disposition, and any payments and deposits received.**

c. **Pre-bid Conference.** The A/E shall organize and conduct a pre-bid conference for prospective bidders.

d. **The A/E shall attend the bid opening and furnish a suitably detailed sheet for recording the Name of the Bidder, the bidders business number, Bid security, Base Bid, Alternates, and remarks.** The A/E shall furnish sufficient tabulation sheets for all in attendance. Immediately after receipt of bids, the A/E shall submit to the Owner a certified tabulation of the all bids, along with a recommendation as to the Contract Awards. The recommendation for award shall be in writing and directed to the Director of Purchasing.

e. **The A/E following the award of the Construction Contract shall prepare and submit to the Owner, four (4) copies of the updated Construction Documents (Plans/Specification). Each**
copy shall be marked OFFICIAL CONTRACT DOCUMENTS and shall include an executed bid proposal form, Agreement form, Contract Bond, Certificate of Insurance, all addenda, and supplemental Drawings. Two (2) copies shall be retained by the Owner, One Copy shall be for the Contractor, and one copy shall be for the A/E.

f. Addenda: The A/E shall review and approve, or take appropriate action upon, requests for substitutions submitted in accordance with the procedures in the Instruction to bidders and prepare responses to questions from prospective bidders pertaining to the drawings and specifications, and other contract documents. The A/E shall prepare and distribute in a timely manner addenda to all prospective bidders identifying approved substitutions and providing clarifications and interpretations of the Contract Documents. All Addenda shall be approved by the purchasing department.

E. Construction Contract Administration

a. The A/E shall perform Construction Contract Administration consistent with the General Conditions of the Contract and in accordance with CNM procurement procedures.

b. The A/E shall provide certification as required by the City of Albuquerque or other local public bodies.

c. The A/E will be a representative of the Owner during the construction and in this capacity will endeavor to (a) guard the Owner against variances requirements of the Contract Documents by the Contractor, (b) require the Contractor to complete the work within the time specified in the Construction Contract or subsequently extended by the Owner, (c) and guard the Owner against defective work. The A/E will advise and consult with the Owner regarding the performance and progress of the Contractor and regarding solutions to conditions or problems that may arise out the design or construction. The A/E shall have authority to act on behalf of the Owner to the extent provided in the General Conditions of the Contract, which may only be modified in writing.

d. In response to questions from the Contractor or Owner about the Contract Documents, or as the A/E deems appropriate, the A/E shall provide interpretations and clarification of the Contract Documents that are consistent with the intent of and reasonably inferable from the Contract Documents. Interpretations and clarifications shall be in the form of written explanation or directions and/or supplementary details or drawings, whichever is required to complete, explain or make definite and of the provisions of the Drawings and Specification and give them due effect.

e. The A/E shall respond to questions about the Contract Documents in a timely manner consistent with the terms of the Contract Documents.

f. Decisions by the A/E including interpretations and clarifications of the Drawings, Specification, or other Contract Documents, and directions, or decisions regarding performance of the work, shall be in writing and shall be advisory to the Owner, except that the A/E’s decisions on matter relating to aesthetic effect will be final and binding if consistent with the intent expressed in the Contract Documents.

g. Project Record. The A/E shall maintain the Project Record consisting of project related correspondence, memoranda, notes, Statement for Services, and related documents, Application and Certification for Payments and Related Documents, minutes of the meeting, and inspection reports issued or received by the A/E. The Owner shall have access to the Project Record during the A/E’s normal office hours. If requested to reproduce the project record, or significant portions of it, for the Owner, the A/E will do so as a Reimbursable Expense.

h. Communications: So as to maintain continuity in the A/E’s administration of the Construction Contract and performance of the work by the Contractor, and to facilitate complete documentation of the project record, all communications between the Contractor and the Owner regarding matters of or related to the Contract shall be directed through the A/E with copy furnished to the Owner, unless direct communication is otherwise required to effect legal notifications. Unless otherwise authorized by the A/E, communication by and with the A/E’s consultants shall be through the A/E.

i. Submittal review: The A/E shall review the Contractor’s submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and approves or takes other appropriate action upon them.

1. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities or to substantiate installation instructions or performance of equipments and systems, all of which shall be the responsibility of the Contractor. However the A/E shall advise the
Contractor of any errors or omissions which the A/E may detect during this review.

2. As provided in the General Conditions of the Contract, the A/E is not authorized to approve any deviations from the requirements of the Contract Documents. Deviations may be authorized only by the Owner through a Change Order.

3. The A/E will review and respond to all submittals with reasonable promptness to avoid delay in the work or in the activities of the Owner, Contractor or separate contractors.

4. Within thirty days after Substantial completion of the Work by the Contractor the A/E will furnish the Owner one complete set of the Contractor’s approved submittals, organized in a logical manner.

j. Review of Construction Schedules. The A/E shall review and approve/disapprove the Contractor’s construction schedule, monitor the Contractor’s progress, and consult with the Owner regarding appropriate action to be taken within it is apparent that the Contractor’s progress is jeopardizing Substantial Completions or the Work within the Contract Time.

1. The A/E’s review and approval of the Contractor’s construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress, and such review and approval shall not be construed as a representation that the A/E has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.

2. The A/E may specify any scheduling method or format that the A/E considers to be appropriate for the Project and which is acceptable to the Owner, but the A/E shall also require the Contractor to prepare and update the progress schedule in accordance with the General Conditions of the Contract. The A/E shall promptly deliver a copy of the Contractor’s approved Progress Schedule and Report, and any revisions to it, to CNM.

3. The A/E shall require the Contractor to update the Progress Schedule and Report with each monthly Application for Payment and shall otherwise monitor and keep the Owner appraised of the Contractor’s progress.

4. If, in the A/E’s opinion, the Contractor’s progress falls materially behind the approved construction schedule, the A/E shall consult with the Owner and, with the Owner’s concurrence, issue the Contractor a Notice to Cure the condition.

k. Site Observation: The A/E shall coordinate, schedule and conduct the Scheduled observation and conferences defined in the Contract Documents and as are appropriate to the scope of the Work. The A/E shall perform periodic observation defined in the Contract Documents. The A/E shall attend Specified observation and Tests defined in the Contract Documents when attendance by the A/E is specified or is otherwise appropriate.

1. Definitions. The A/E’s “observation” means the service performed by the A/E through which the A/E:

   i. Becomes generally familiar with the in-progress and completed Work and the quality of the Work.

   ii. Determines whether the Work is progressing in general accordance with the Contractor’s schedule and is likely to be complete within the Contract Time.

   iii. Visually compares readily accessible elements of the Work to the requirements of the Contract Document to determine, in general, if the contractor’s performance of the Work indicates that the Work will confirm to the requirements of the Contract Documents when completed.

   iv. Endeavors to guard the owner against Defective Work, but does not include making exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of the Defective Work.

   v. Reviews and addresses with the Contractor any problems in implementing the requirements of the Contract Documents and the Contractor may have encountered.

   vi. Keeps the Owner fully informed about the Project.

2. Coordination with the Director of Construction Services. When scheduling Scheduled observation and Conferences, the A/E shall first contact the Director of the Constructions Services by telephone, establish with the Director a mutually acceptable time for the inspection or conference, and
confirm the agreed date and time in writing at least seven days prior to the date of the observation or conference.

3. Frequency. The A/E’s periodic site observations shall be at intervals appropriate to the stage of the of the Contractor’s operation and consistent with the size and nature of the Work. But not less than that an average of one observation per week while construction is on-going. The performance of the requirement may be waived during periods in which weather or other conditions delay progress, or during slow phases of the construction, making weekly observations unwarranted.

4. Inspection by Registered Professional: Observation may be performed by a representative of the A/E to whom the Owner has no objection; however, the A/E or a member of the A/E’s staff who is a New Mexico Registered Professional shall perform an average of at least three periodic observations per month. During construction. This requirement may be waived during periods in which weather or other construction delay progress, or during slow phases of the construction, making observations during such period unwarranted.

5. Reporting. The A/E shall promptly prepare a complete report of each observation by the A/E, A/E’s representative, or consulting A/E and promptly furnish a copy of each report to the Owner and Contractor. The A/E shall prepare and distribute an observation report weekly during construction, for weeks during which observations are unwarranted, the A/E shall state in the report that no observation was performed and why.

6. Notification of Deficiencies: The A/E shall promptly notify the Contractor and Owner in writing of any Defective Work, inadequate progress that may jeopardize timely completion of the project, or other departures from the requirements of the Contract Documents observed by the A/E.

7. Stopping the Work: The A/E shall notify the Owner of a need to stop work when, in the A/E’s opinion, such stoppage is necessary to avoid defective work.

8. Certification for Payment: The A/E shall review and approve as appropriate the Contractor’s monthly and final Application for Payment and issue Certification for payments for payment in accordance with the General Conditions of the Contract.

9. The A/E shall be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remain to be determined by Specified Inspections or Final Inspections to be performed by their proper sequence. If payment is being requested on an Application for Payment including the Work in Questions, The A/E will notify the Contractor and the Owner and the amount in question will be in accordance with the Prompt Payment Act.


11. The A/E is authorized to make minor changes in the work by written order to the Contractor. Minor changes in the Work are defined as those which are in the interest of the Owner do not materially alter the quality price, and performance of the finished work. Changes that involve an increase to the contract cost are authorized only by the Owner through a Contract Change Order.

12. The A/E shall prepare details, supplemental drawings, specifications, or other descriptive documents necessary to sufficiently delineate, for Contractor pricing and performance, proposed changes in the Work directed or authorized by the Owner.

13. The A/Es (and the A/E’s consultant, when appropriate) will review and evaluate change order proposals and claims for extra work as may be submitted by the Contractor.

14. Using the change modification form, the A/E shall recommend, as applicable, the Contractor’s proposals for acceptance by the Owner. Each recommendation of acceptance will be based upon the A/E’s professional opinion that a proposal is complete, in conformance with the Contract Documents, represents fair and reasonable pricing, and justifies change order action in the case of claims for extra work or does not warrant procurement by competitive bid in the case of added work. Determination of the legality of a change order shall be the responsibility of CNM Purchasing Department and CNM legal Advisor.
15. The A/E shall prepare Contract Change orders for acceptance and execution by the Contractor and Owner. Construction Change orders shall sufficiently describe the change(s) in Work so that the requirements of the Contract Documents are clearly determinable with reasonable ease.

16. The Extensive preparation of details, supplemental drawings, specification, or other documents to describe a change in the work shall be included in the A/E Basic Fee.

17. As-Built Documents: “As Built” Documents shall be prepared and furnished by the Contractor in accordance with the General Conditions of The Construction Documents shall conform to the following:
   a. Drawing format shall be AutoCAD, Release 2004/5 or later.
   b. Main floor plan scale shall be no smaller than 1/8”=1'-0”.
   c. Floor plans shall be oriented on the sheet so that north is up or right.
   d. General text height shall be no smaller than 0.1” when plotted full size.
   e. Drawings shall be 36”x24”.

18. Prior to preparing bid documents, the A/E shall consult with the owner to determine the Owner’s requirement for “As Built” Documents and shall incorporate them into the Conditions of the Contract, if they differ from those of the General Conditions, The A/E shall administer the “As Built” Documents requirement of the Contracts Documents, periodically verifying the Contractor’s compliance during construction and reviewing the Contractor’s final documents for conformance to Contract Requirements.

19. Upon completion of the project, the A/E shall furnish corrected Auto Cad 2004/5 or later drawings and two record drawings in Mylar or vellum format showing significant changes in the Work made during construction based on mark up prints, drawings, and other data furnished by the Contractor to the A/E. For building additions or renovations project, CAD drawings and reproducible drawings must be furnished for the entire floor(s) affected by the work in order for the Owner to maintain a single complete and integrated set of existing condition drawings.

20. The Construction Contract Administration phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

21. Prior to final payment, the A/E shall prepare and deliver to the Owner all record drawings and final report to the Owner.
SECTION E: PROPOSAL FORMAT AND EVALUATION CRITERIA FOR RFP #P-271

Vendors' proposals should be organized in a format that promotes the easy and clear evaluation of your proposal. To this end, the organization of your proposal should generally follow the Request for Proposals' organization so that the Request and your proposal can be cross-referenced during the evaluation process. Likewise, information in your proposal should be presented in the same order as the pertinent provisions of the Request for Proposals, referencing sections of the Request on any and all attachments that you include with your proposal. Each original proposal must be signed in ink by an authorized representative of your firm; all corrections shall be initialed in ink by person signing the proposal. The contents of the selected proposal may become part of the resultant award. If you wish to offer more than one proposal, clearly label the top as an alternate proposal and submit all responses in the same envelope as the original proposal. Submit the number of copies of your proposal as specified above. Each copy shall include all supporting documentation. Failure to submit the required number of copies may result in your proposal being considered non-responsive.

Responses should be prepared simply and economically, providing a straight forward and concise description of the Offeror’s capabilities to satisfy the requirements of this request. Emphasis should be placed on comprehensiveness of services offered and clarity of content. Proposal responses shall address each evaluation criteria in the order presented, elaborating on all responses where possible, and shall be limited to 30 single spaced, single sided, 8 ½ X 11 pages (excluding exhibits, samples, or other attachments) in a font no smaller than 10 points. Include a table of contents and section dividers, number each page __ of __ total pages, and include your firm’s name. Submittals received in excess of the above page limitation may be deemed non-responsive.

An evaluation committee shall evaluate proposals based on the weighted criteria listed below. Final rankings will be based upon an average tabulation of all individual committee member rankings. Interviews may be conducted with the top Respondent(s) and may include product demonstrations. Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria rankings, may be utilized in the final award decisions. References may or may not be reviewed at the discretion of CNM. CNM reserves the right to contact references other than, or in addition to, those furnished by a Respondent.

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

Arrange proposal response according to the evaluation criterion stated below.

I. SPECIALIZED DESIGN AND TECHNICAL COMPETENCE.....(25 Possible Points)

a. Describe your firm’s organization, including a joint venture or association. Provide the name of the firm’s owner(s) and/or principal officer(s), and state the date of incorporation (or partnership), current annual dollar volume, and number of employees. Provide the firm’s organizational chart.

b. Provide a current resume for 1) the Architect(s) who will or may be assigned Responsible Charge, 2) the project manager(s) who will be assigned to this project and 3) each additional employee who will or may provide services under the proposed agreement. Provide proof of registration for the registered professional architect(s).

c. Provide a current resume for 1) all proposed sub-consultant surveyors, architects or engineers who will or may be contracted to provide or perform professional services under this project. Provide proof of registration and licensure for all proposed professional surveyors, architects and engineers.
II. CAPACITY AND CAPABILITY.................................................(35 Possible Points)

a. Describe your firm’s approach to providing and managing the required services as identified within this Request for Proposals.

b. Provide information that demonstrates your firm’s and that of your firm’s proposed subconsultants, capacity and capability to perform work of the nature and scope of the RFP project. Detail your firm’s and that of your proposed subconsultant’s ability, depth of knowledge, skills, experience and expertise as it relates to the services requested and required to be performed as described and outlined within this Request for Proposal. Discuss how your firm will coordinate or provide particular services which may not be available in house.

c. Identify any specialized services you feel may be required to complete performance of the proposed projects and describe how your firm proposes to meet those identified needs.

d. Described techniques planned to assure that schedule dates will be met. Review recent projects to demonstrate ability to meet project budget and schedule.

e. Provide a summary of current work and statement regarding ability to assign adequate staff and resources to meet project schedules.

f. Provide a proposed project timeline, broken down by labor category and level of effort to perform the services described within this RFP. The proposed timeline must identify all services to be performed; inclusive of all services proposed to be performed by any and all subconsultants.

g. Provide a written narrative outlining and completely describing your firms commitment and guarantee for the successful completion of the project.

h. Provide a written narrative outlining and completely describing the approach your firm will take to ensure that all specifications, drawings, bid, construction and design documents will be thorough, accurate and complete. How does your firm propose to address any deficiencies uncovered in the above documents? What commitment and guarantee will your firm extend to CNM and its contractors in this regard?

i. State knowledge, experience and approach to designing facilities in accordance with U.S. Green Building Council’s LEED rating system as presented in EXHIBIT “E”.

III. RECORD OF PERFORMANCE ..............................................(25 Possible Points)

a. Identify and provide your firms’ three (3) most recent project examples indicating your past record of performance on contracts with government agencies with respect to such factors as providing accurate Estimates of Probable Construction Costs, value engineering, cost control and avoidance, quality of work, and ability to meet schedules.

b. Describe your firm’s quality assurance program regarding, but not limited to, design, code compliance, and coordination of work. Identify those regulatory agencies, governing bodies and utility providers, as you understand, are aware or anticipate shall become involved in the permitting, review, approval, certification, etc. processes connected to the project described within this RFP. Provide a short narrative summation of the anticipated involvement for each organization identified.

c. Present your firm’s five (5) most recently completed project examples. For each case, describe the project and the work performed, and provide the client’s and general contractor’s name, address, contact person’s name and a telephone number. Identify and provide a point of contact and phone number for all subconsultants used on each of the five projects. Note, references listed must be willing to provide information about your firm’s control of cost, quality of work, and ability to meet schedules. Do not list CNM as a reference.
d. For each of the two (2) projects identified above, provide a project summary breakdown for each showing (a) final cost estimates compared to actual final construction costs; (b) number of change orders processed for each project providing (i) reason for each change, (ii) construction costs associated with each change order, (iii) actual average constriction cost per square foot to construct each project, and (iv) amount of time extensions granted to contractor (provide a very brief reason/description for basis of granting each time extension). Has your firm or is your firm currently in any legal dispute, mediation or arbitration hearings regarding dispute resolution with an owner or contractor? If yes, provide detail information.

IV. PROXIMITY TO OR FAMILIARITY WITH THE AREA…………..(5 Possible Points)

a. Provide a narrative describing your firm’s proximity to and/or familiarity with the project location.

V. NEW MEXICO BUSINESS …………………………………………. (5 Possible Points)

a. Provide a narrative describing the amount of design work that will be produced by a New Mexico business within this state.

VI. VOLUME OF WORK ……………………………………………..(5 Possible Points)

a. State the volume of work previously done for CNM which is not 75% complete with respect to basic professional design services. Points will be determined as follows:

<table>
<thead>
<tr>
<th>Value of work not yet completed on projects that are not 75% Complete</th>
<th>Points to be allowed for this item.</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>5</td>
</tr>
<tr>
<td>$ 1 to $ 25,000</td>
<td>4</td>
</tr>
<tr>
<td>25,001 to 50,000</td>
<td>3</td>
</tr>
<tr>
<td>50,001 to 75,000</td>
<td>2</td>
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<tr>
<td>75,001 to 100,000</td>
<td>1</td>
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<td>100,001 or more</td>
<td>0</td>
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</table>
SECTION F: SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE
FOR RFP #P-271

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Contractor hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon receipt of an authorized purchase order from the purchasing department, and further agrees that the language of this document shall govern in the event of a conflict with its offer.

Please fill in all spaces below:

Acknowledgment of Amendment (Specify Number and Date):

Company Name: __________________________________________________________________________
Address: ________________________________________________________________________________
City, State, Zip: __________________________________________________________________________
Telephone Number: ___________________________ Fax Number: ________________________________

No._______ dated ________________ . No._______ dated ________________ .

No._______ dated ________________ . No._______ dated ________________ .

No._______ dated ________________ . No._______ dated ________________ .

No._______ dated ________________ . No._______ dated ________________ .

NM Tax ID:________________________________ Federal Tax ID: ________________________________
Applicable NM License Number(s): __________________________________________________________
________________________________________________________________________________________

Contact Person for Clarification of Proposal Response: ___________________________________________.
Name and Title of Individual Authorized to Sign for Firm: ________________________________________.
Signature of individual authorized to sign: _____________________________________________________.
SECTION G: DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM FOR RFP #P-271

DEBARMENT/SUSPENSION STATUS
1. The vendor/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 of proposed debarment from any State agency or local public body.

2. The vendor/contractor agrees to provide immediate notice to CNM's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this proposal but prior to the award of the purchase order/contract.

NON-COLLUSION AFFIDAVIT
The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing proposal (such persons, firm and/or corporation hereinafter being referred to as the vendor/contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission or the foregoing proposal, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of CNM, or any person, firm or corporation under contract with CNM whereby the contractor, in order to induce the acceptance of the foregoing proposal by CNM has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the vendor/contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing proposal.

CERTIFICATION
The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she have the authority to certify compliance for the vendor/contractor named below.

Signature: _______________________________________________________________________________
Title: ___________________________________________________________________________________
Name Typed: ____________________________________________________________________________
Date: ___________________________________________________________________________________
Company________________________________________________________________________________
Address: ________________________________________________________________________________
City/State/Zip: __________________________________________________________________________
SECTION H: AFFIDAVIT FORM FOR RFP #P-271

STATE OF NEW MEXICO
COUNTY OF (___________________________________)

I, ________________________________, being a registered architect, New Mexico Registration No. ___________, ______________________(title) of ___________________________________

(Corporation/business/partnership), hereby state and affirm as follows:

1. I have responded to the Albuquerque Technical Vocational Institute (“CNM”) Request for Proposal for Architectural Services.
2. In connection with responding to said Request for Proposal, I submit herewith additional information regarding my ability to perform architectural services.
   A. I currently have professional liability (errors and omissions) insurance with (carrier), ______________________ (policy number), _______________________________ (effective date) ___/____/____, in the amount of $_____________________ which provides coverage for injury to persons or property (including client’s) arising out of the negligent performance of professional services rendered by me, my agents or employees.
   B. I have notified my errors and omissions carrier of the following problems or potential claims against me or the above named business during the last three (3) years:
      Name of Claimant:_____________________________
      Amount of Claim: _____________________________
      Nature of Claim: _____________________________________________________

3. The following legal actions have been filed against me during the last three (3) years:
   Name of Case: _________________________________________
   Court in which filed:_____________________________________
   Date of Filing: ________/_____/______
   Disposition: ______________________________________________________________

4. The following judgments have been entered against me or the above referenced during the last three (3) years.

5. I or the above referenced business possess sufficient financial resources and architectural personnel and support personnel to properly perform the services requested by CNM in its Request for Proposal for Architectural Services.

____________________________________
(Name)

____________________________________
(Title)

____________________________________
(Date)
EXHIBIT A: INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE
The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor 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 statements:

1. The Governing Board of Albuquerque Technical Vocational Institute, Albuquerque Technical Vocational Institute, its agents, servants and employees are held as additional insured.

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

COMPENSATION INSURANCE:
The Contractor shall procure and shall maintain during the life of any resultant agreement Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, the Contractor'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 Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than $500,000.

CONTRACTOR'S PROFESSIONAL LIABILITY INSURANCE:
The Contractor shall maintain professional liability insurance in the amount of up to $1,000,000 if so directed by CNM.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:
The Contractor shall maintain insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extension or renewals. The limits effective July 1, 1992 are:

$400,000 per person/$750,000 per occurrence plus $300,000 for medical and $100,000 for property damage for a total maximum liability of $1,150,000 per occurrence.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:
The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-1-1 et. seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

| Bodily Injury | $750,000. Each Occurrence |
| Property Damage | $100,000. Each Occurrence |

SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:
The Contractor 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 Contractor'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 and acceptable to Owner. The Contractor 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.
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

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

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

EXHIBIT 1
"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(The above fields are unlimited in size)

_________________________________________ Date

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.

_________________________________________ Date

Signature

_________________________________________ Date

Title (Position)