REQUEST FOR QUALIFICATIONS: NO.P-348
CONSTRUCTION MANAGER AT RISK, STEP 1

<table>
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<tr>
<th>DUE DATE:</th>
<th>Thursday, May 23, 2013</th>
<th>TIME:</th>
<th>3:00 P.M. local time</th>
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**TITLE: Construction Manager at Risk Services for the Addition and Renovation of the Main Campus Science “L” Building**

**BUYER:** Greg Van Wart
Telephone number: 505-224-4546
Fax number: 505-224-4548
E-mail address: gvanwart@cnm.edu

**Non Mandatory Pre-Qualification/RFP Submittal Conference**
Tuesday, May 14, 2013 1-2 pm local time
CNM Main Campus, HR conference Room Bldg A

**NUMBER OF RESPONSES REQUIRED:** One (1)
Original and five (5) Copies

**INSTRUCTIONS TO OFFERORS:**
The Central New Mexico Community College (CNM) invites you to submit an offer on step one of a three step RFP process on the material and/or services specified within this Request for Qualifications. 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 Qualifications. 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 minimum requirements, 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 by an authorized representative; all corrections shall be initialed by person signing the proposal. The contents of the selected proposal may become part of any resultant contract award. 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 RFQ being considered non-responsive.**

Completed RFQ package should be placed in a sealed envelope, referencing this RFP P-348 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 the days indicated under the tentative sequence of events 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 or addendum 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 for any of the RFP steps 1-3.**
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<td>Exhibit A CNM General Terms and Conditions Attached on</td>
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<td>purchasing website</td>
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<td>Exhibit B Non Disclosure-upon request by CNM Attached</td>
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<td>on purchasing website</td>
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<tr>
<td>Exhibit C CNM Link to CISM: <a href="http://www.cnm.edu/depts/ci">http://www.cnm.edu/depts/ci</a></td>
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK (CMAR)

CNM desires to contract for Construction Manager at Risk Services for Construction of CNM’s Addition to and Renovation of the Main Campus Science “L” Building through a multi step request for proposal selection process. The first step in a three step procedure is a request for qualifications (RFQ) followed by a request for proposal (RFP) and interview from up to three (3) selected offerors.

The RFQ offers shall be evaluated and based upon meeting the minimum requirements and ranked from the criteria described herein. The offers that meet minimum requirements will be shortlisted and selected to participate in step 2, request for proposals.

B. STATEMENT OF PROJECT SCOPE OF WORK

CNM desires to renovate and have an addition built onto it main campus science building, commonly known as the “L” Building. The existing building is 33,000 square feet. CNM plans to add 6,000 square feet of entrance Atria.

The Atria and East entrance would require new roofing as they add to the building 6,000 SF. The sloping brick sills, if removed, would add 125 SF to each structural bay. If the sloping sills are removed the windows would align with the existing cornice so new roofing would not be required and an additional 3,000 SF of space would become available within the exiting footprint.

Extent of Demolition
After the classes end (May 2014) demolition of the L Building will commence. Any owner salvaged materials will be removed for storage and reuse. Any lab materials will have provisions for reuse elsewhere or storage. Light fixtures and other metals for salvage will be removed and separated for salvage money. Weight and value noted for LEED documentation. Interior partitions will be removed, existing plumbing; HVAC; IT; electrical removed; and 80% of the slab on grade will also be removed. The last part is to facilitate plumbing to the new benches in the horizontally configured labs. The exterior walls could be pushed out 2 feet in each bay by removing the sloped sills.

Exterior Walls
Other than the atria described below, the exterior façade may be altered and the skin aligned with the parapet of the roof. Steel framed construction, new windows and an exterior skin will be installed. On the interior of the walls casework can be added to labs or glazing for offices and classrooms. The existing façade is brick. Matching that may be difficult so other options are to be considered. This is an opportunity to highlight this as a Science Lab.

Atria
New entrance atria are being considered as the means to provide agility spaces and support the new roof top equipment. If we add 5% to the existing load of the building it would require a seismic upgrade, the new Atria can we designed to support the new equipment and provide dynamic entrances which engage the campus and display science. A living organic growing wall is being considered. As a gateway to the campus from Coal and the drop off we can create a dynamic CNM presence on the north façade. The elevator may be relocated to one or both of the entrances. Long span acoustic deck, atop a steel frame with curtain wall will be some of the materials chosen. Further design will refine the cladding.

Restrooms ADA
Currently there are 22 toilets and urinals and 16 sinks in the restrooms. There are no handicapped stalls or stand-alone assisted restrooms. There is an ambulatory stall in each restroom, the one 36-42 inches wide with grab bars on both sides. There are also long tunnels to reach the Men’s room. It is believed that the restrooms may be reconfigured to include the 5 foot handicapped stalls, a stand-alone assisted restroom and meet the fixture counts required for the building.

DI vacuum air things that supply building, manifolds and bottles
A room exists on the south side of the building adjacent to the “pit”. In this room is the DI water producer; the vacuum pump; compressor for air, the fire riser for fire protection; the domestic water supply and a boiler. All but the boiler will remain in place to serve the building. Relocating these items will add unnecessary cost. The boiler can be removed since a new HVAC system will be installed.
HVAC & Ventilation
The HVAC is not up to code and a lot of unofficial comments were used to describe the HVAC and ventilation. The current Mechanical Room on the ground floor will be adapted into lab space. The new equipment will be mounted above the new atria. Currently 100 percent air runs through the hood 100 percent of the time. Installing variable controls, grouping fume hood exhaust and installing heat exchangers will help reduce energy use. Labs will be positively pressured to aid in exhausting. Storage and restrooms will have ventilation upgrades. A new system that can be monitored through digital controls will be installed to allow for monitoring energy consumption.

Plumbing & Domestic water + gasses
The labs are being reconfigured, the plumbing will too. New pipes for the utilities and water will be installed to match the updated layouts. We are proposing removing 80% of the slab on grade to help install the new plumbing systems, the horizontal orientation of the rooms and the hit or miss involved in trenching makes the labor involved more costly than removing and replacing the floor. The acid tanks and other lab building related equipment will remain on the west side of the building to maintain access and reduce cost. New gas, air, vacuum, water and DI water pipes will be routed to the labs.

Lighting and power
All the lighting will be removed and the aluminum salvaged for recycling. We may seek PNM rebates on lighting upgrades as was done at the ATC building. The labs and classroom will have pendant fixtures similar to Rio Rancho and Applied Technology Center where 2 rows illuminated the rooms. The pendant fixtures allow the ceiling to be continuous and transfer less noise from above. LED cans and other task lighting will be integrated into the design. The power comes from the equipment west of the dumpster enclosure. It will enter to a new Main Distribution Panel as the old panels were in the old mechanical space which is being adapted into lab space. Secondary panels will be located in the new floor plans.

Data
This is not a heavy data driven building. A main distribution room will be established as per the CISM and a closet on each floor to enable the data distribution. Cable trays in the halls will carry the cables, hooks mounted to the rods supporting the cable trays will carry the access control cables, security cables and any cables other than the IT cables.

Roof
The roof will be replaced AGI and SMPC will provide details and specs to accomplish this task. After all the old penetrations are closed and the new ones cut, the insulation and roof system will be installed.

Collection pits and Hot boxes
During a visit with the plumbing consultants they indicated that the hot boxes near Coal will increase in size. The pits on the west side of the building will remain in that location, they may need upgrading; more in the Plumbing narrative.

Signage
Something Screening the Hot Boxes and Utilities may become a sign for the Main Campus. Lighting may help define the L Building and bring it the needed attention a gateway building deserves.

Quadrangle and Landscaping
Outside of the building footprint and the purview of utilities is the work related to landscaping and the connection to the quadrangles. The east entrance to the second floor will relate to the quadrangle. The wall separating the lawn and walk way may be removed in part and replaced with steps to engage the use. Landscaping adjacent to L-Building is mainly trees. All trees removed will be replaced with trees allowed by the City of Albuquerque, selected by CNM and of the size 2 inch caliper or better. Trees will be removed on the north side to allow for the atrium and large classrooms. These will be replaced in another location. A drainage line north of the planned addition does not allow new trees to be planted. Work on the west façade, if sloping ledges are removed will involve scaffolding; if trees are damaged or need to be removed they will be replaced.

Sidewalk Retaining walls
We are planning to retain the terraced steps and ramping between JS and L Buildings. We may create an entrance to the second level from that area. We will engage the main walkways and the planned east entrance. There is concern about the stairs and retaining wall on the south end of the building. It appears to be showing signs of failing. This would be an expensive fix as the stair is the retaining wall for the adjacent berm. That berm, some say escarpment is 24 feet high or higher. A solution will be decided upon during the collaboration with CMAR. This may include removing the earth from the retaining wall, replacing the wall and stair with a wall and creating a stair within the atrium.
Fire Riser, Domestic Water
These will enter the building in the same location, in the south adjacent to the "pit". From here they will be sent throughout the building with new piping. The hot water can have recirculation loops to ensure hot water quicker.

Electrical and Gas tie in
The electrical equipment is west of the building aligned with the south entry. A new MDP will be installed in the building and Sub panels on each floor. Gas is on site at the South East corner on the escarpment side of the building.

Access Control
Card Readers will be installed at all doors on this project, ICC has been retained by CNM to collaborate on access control.

Security Cameras
Yellow Phones on each floor are required as are security cameras. Locations will be identified during design; a budget of 1% of construction cost was established for security.

C. CURRENT BUDGET
The Maximum Allowable Construction Costs (MACC) $10,609,320.00 for construction. CMAR fee, Specified General Conditions which will be part of the overall IGMP and not included in this figure.

The construction budget listed above also does not include preconstruction fees, FFE, New Mexico Gross Receipts Tax, Owners contingency, Professional Fees and other soft costs.

D. STATE OF RELATIONSHIP AND OBLIGATIONS OF ALL PARTIES
CNM (Owner) is a local public body run by a Governing Board. CNM (owner) has received approval for partial funding for this project. The Owner is in the process of obtaining approval for the entire project budget and the award and scope of this project will be subject to approval. A Design Professional (DP) has been selected and has been working with the Building and Technology Committee to provide a program and scoping document for the addition and renovation of the facility. In order to have a partial construction by August of 2014 to meet requirements to spend a minimum of $5,200,000.00 of the overall project budget and substantial completion by May of 2015; The Owner has determined that the Construction Manager at Risk procurement method with a guarantee a maximum price for the project will be used as the procurement method. The CMAR will be responsible to work with the DP and Owner to assist the DP and Owner in value engineering and to guarantee a maximum price for both the addition and renovation of the the facility with its associated on site improvements.

E. DESIGN PROFESSIONAL INFORMATION
The Owner has selected the Design Professional firm as noted herein as the Architect of Record for this Project. The successful CMAR shall act on the Owner’s behalf with the Design Professional to perform the pre-construction construction services required.

Name of Firm: SMPC
Principal: Karl Schindwolf
Project Manager: Tymn Waters
115 Amherst Drive SE
Albuquerque, NM 87106

F. TENTATIVE OVERALL PROJECT SCHEDULE
ANTICIPATED PROJECT SCHEDULE:
Notice to Proceed with Construction on site, building and off site construction: May 2014
Note: Early Work may need to be performed to accomplish owner requirements

Substantial Completion for on site, offsite and building: May 2015
11-Month Warranty Inspection for off Site: April 2016
SUMMARY SCOPE OF CONSTRUCTION MANAGEMENT SERVICES  (Requirements and Deliverables)

The successful Offeror shall perform the work as negotiated and described in the Contract for Pre-Construction Management Services. Once the drawings and specifications are complete to the point where the CMAR can obtain bids from subcontractor, an amendment to the Contract, and any negotiated terms and conditions agreed upon to deliver a complete project will be executed that reflects the agreed upon Guaranteed Maximum Price for the construction of the Project.

The successful CMAR may be required to guide the Owner in any or all of the pre-construction and construction services outlined herein, but not limited to the following:

a) Assist Owner with design review
b) Provide value engineering services
c) Evaluate construction documents
d) Agree to Initial Guaranteed Maximum Price (IGMP)
e) Negotiate and agree to a Guaranteed Maximum Price (GMP); requiring an amendment to contract
f) Planning, supervision and timely completion of the Project
g) Prepare, monitor, and maintain Project schedule
h) Material procurement, delivery, and storage
i) Submittals and Project documentation
j) Manage construction labor and materials
k) Coordinate with Owner direct labor, subcontractors, and Owner furnished equipment suppliers, if applicable
l) Manage site access, safety, security, and quality control
m) Manage testing, inspections
n) Coordination of all utility inspections
o) Project close-out and warranty period

G. DESCRIPTION OF PROCESS AND COMPOSITION OF SELECTION COMMITTEE

The Selection Committee shall be comprised of at least three members with at least one member being an architect or engineer. The purchasing department shall review the responses to the minimum qualification requirement to determine which offers may be considered responsive and responsible. The Selection Committee shall review and evaluate the requests for qualifications responses (Step 1) in accordance with the criteria described herein. Those offers which are shortlisted from the requested for qualifications responses shall be invited to submit a Requests for Proposals (Step 2). Interviews shall be conducted with up to three of the highest ranking offerors found to be reasonably likely to be selected (Step 3). Negotiations shall commence with the highest ranked offeror upon final rankings after interviews are conducted. If negotiation are not successful with the highest ranked offeror, then CNM may discontinue negotiation with that firm and either cancel the procurement or begin negotiations with the 2nd highest ranked firm. If negotiation are not successful with the 2nd highest ranked offeror, then CNM may discontinue negotiation with that firm and either cancel the procurement or begin negotiations with the 3rd highest ranked firm.

H. SUMMARY OF CMAR PROCESS

The RFQ for CMAR must be submitted to CNM no later than May 23, 2013 at 3:00 pm local time in the CNM Purchasing Office. Interested Offerors shall provide all required documents described under Minimum Requirements and the information on the Qualifications Questionnaire for CMAR also serving as the General Contractors provided herein, indicating their ability to perform the services required by the Owner to execute a complete Project. Only the Offerors that are short-listed in Step 1 shall proceed to Step 2, to be issued a Request for Proposal for the Project. Only those Short Listed Finalists determined by the highest scoring Proposals shall receive an invitation to interview for final consideration of Award.

I. PROJECT CONTACTS

Any questions concerning the procurement and technical process for this Request for Qualifications should be submitted to the procurement contact as listed below.

RFQ #P-348, Advertised Friday, May 10, 2013
J. DEFINITIONS OF TERMINOLOGY

This section contains definitions that are used throughout this CMAR procurement process, including appropriate abbreviations. Additional definitions can be seen as an Exhibit to this RFP as Master Definition List and additional terms, conditions and definitions may be added throughout the procurement process in step 2 and step 3.

“Award of Contract” shall mean a formal written notice by the CNM that a firm has been selected to enter into negotiations for a contract for Construction Manager At Risk services.

“Construction Manager At Risk” means a person who, pursuant to a contract with a governing body, provides the preconstruction services and construction management required in a Construction Manager At Risk delivery method.

“Construction Manager At Risk delivery method” means a construction method for an educational facility wherein a Construction Manager At Risk provides a range of preconstruction services and construction management, including cost estimation and consultation regarding the design of the building project, preparations and coordination of bid packages, scheduling, cost control, value engineering, and while acting as the general contractor during construction, detailing the trade contractor scope of work, holding the trade contracts and other subcontracts, pre-qualifying and evaluating trade contractors and subcontractors and providing management and construction services, all at a guaranteed maximum price for which the Construction Manager At Risk is financially responsible. The CMAR must submit a Proposal Bond with their Offer, and shall submit Payment and Performance Bonds for Construction, as may be required per final contract.

NOTE: By definition, CMAR services cannot duplicate the services of the Design Professionals for a project, but may, at the Owner’s direction, have input in the project.

“Contract” means an agreement between a local public body and a New Mexico licensed contractor for the work covered by this RFP P-438.

“Contractor” means successful Offeror awarded the contract that holds a current State of New Mexico general contractor license designation of GB-98.

“Design Professional”(DP) means architect/engineer.

“Determination” means the written documentation of a decision of CNM, typically issued by CNM’s Director of Purchasing or her designee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains. Section 13-1-52, 13-1-111, NMSA 1978.


“IGMP” means Initial Guaranteed Maximum Price which is the price submitted in the Price Proposal at the date and time appointed for receipt of proposals for work to be performed. The IGMP shall also be evaluated and confirmed by the Owner, Design Professional and the CMAR throughout the pre construction process.

“GMP” means Guaranteed Maximum Price and is the maximum amount to be paid by CNM for the construction of the educational facility, including the cost of the work, the general conditions and the fees charged by the CMAR. The final contract price agreed upon by the Owner and the Contractor, shall be the amount stated in the Agreement Between Owner and Contractor for Construction and Specified General Conditions for Construction and the contract documents between CNM and the CMAR as amended.

“Governing body” means the CNM or CNM Governing Board.
“Offeror” is any person, corporation, or partnership who chooses to submit a response to this any and all steps of the RFP as a CMAR.

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

“Proposal” is the Offeror’s response to any and all steps of the Request for Proposal.

“Request for Proposals” or “RFP” means all documents, attached or incorporated by reference, used for soliciting proposals.

“Request for Qualifications” or “RFQ” means all documents, attached or incorporated by reference, used to determine whether an Offer is responsible based on a statement of experience, ability, means and methods to fulfill the Owner requirements. RFQ for this RFP is also referred to as step 1 in a 3 part RFP procurement for CMAR selection.

“Responsible Offeror” means an Offeror who submits a proposal and who has furnished, where required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal, which conforms in all material respects to the requirements set forth in the RFQ and any and all steps of the RFP. Material respects of a RFQ and any and all steps of the RFP include, but are not limited to quality, quantity or delivery requirements.

“Evaluation Committee” means a body constituted to perform the evaluation of Offeror’s proposals.

"User" means CNM.

“User Contact” is the person(s) designated by CNM to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

The terms "must," "shall," "will," "is required," or "are required" identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offeror’s proposal.

The terms "can," "may," "should," "preferably," "desires" or "prefers" identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offeror’s submittal. Rejection of the submittal will be subject to review by the Evaluation Committee and the final decision on rejection will be made by the Director of Purchasing.
II. CMAR STEPS OF THE CONSTRUCTION MANAGER AT RISK (CMAR) PROCUREMENT AND EVALUATION PROCESS, TERMS AND CONDITIONS

A. STEP 1 OF 3, Summary Evaluation Criteria for Contractor Qualification Questionnaire.
All RFQ’s offers for CMAR submitted will be reviewed by CNM Purchasing Department for responsiveness for minimum mandatory requirements, responsiveness and verification of residential and residential veteran preference. The Evaluation Committee shall review and evaluate all RFQ offers and shall score the responses upon criteria listed herein. In making evaluations and determinations, the Evaluation Committee is not restricted to the minimum information required for Questionnaires and/or Qualification Statements. Any other relevant information regarding performance from reliable sources, such as references may be considered. The RFQ’s are evaluated on meeting the minimum mandatory requirements and short listed upon score based ranking to be considered qualified to move onto Step 2.

B. STEP 2 OF 3, Summary Evaluation Criteria, Request for Proposal
The Evaluation Committee, upon review and scoring of the Contractor Questionnaires submitted, shall authorize CNM’s Purchasing Department to shortlist and contact the Offerors selected to receive and submit offers to Step 2, Request For Proposal documents. The RFP’s proposal shall be evaluated on a 35 point scale not including additional points eligible for residential preference or veteran residential preference. The 3 highest ranking offerors shall be eligible to move onto Step 3.
Note: Scores will be total and averaged with scores obtained from Step 1 to obtain a score based ranking for the purpose of a short-Listed Finalists.

C. STEP 3 OF 3, Summary Criteria for Interviews/Oral presentations
Interviews shall be held with the up to the three (3) of the highest scored Offerors after score are totaled and averaged from RFP response to Step 1 and Step 2. This shall constitute the Short-Listed Finalists. Once the Evaluation Committee determines the Short List, Offerors will be notified in writing to confirm the date, location and time that Interviews/Oral Presentations will be held. Those Offerors that did not make the Short List may look at CNM’s website to review the listing. CNM shall determine the number of interview questions and the content of the questions in addition to allowing the Offerors an opportunity to make an oral presentation. Interviews shall be scored on a 100 point scale not including additional points eligible for residential preference or veteran residential preference.
Note: Scores will be totaled and averaged with scores obtained from Step 1 and Step 2 to obtain a final score based ranking.

D. CONDITIONS GOVERNING STEP 1 OF THE PROCUREMENT
This section outlines and describes the major events of the procurement process.

TENTATIVE RFP SEQUENCE OF EVENTS:

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE:</th>
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<tbody>
<tr>
<td>Issue RFQ:</td>
<td>5/10/2013</td>
</tr>
<tr>
<td>Non Mandatory Pre-Qualifications Submittal Conference: Discussion Begins: CNM HR Conference Room 108, Building A, Main Campus followed by a walk thru of the Main Campus Science “L” Building</td>
<td>5/14/2013 1-2 pm local time</td>
</tr>
<tr>
<td>Final Day to Submit Questions:</td>
<td>5/16/2013</td>
</tr>
<tr>
<td>Final Day of for CNM to issue Amendment to step 1:</td>
<td>5/20/2013</td>
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<tr>
<td>Request for Qualifications, Step one of the RFP due: Must be received sealed and dated stamped in CNM’s Purchasing Office</td>
<td>5/23/2013 3 pm local time</td>
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<tr>
<td>Notice of Short List/Issue RFP Request for Proposal:</td>
<td>5/28/2013</td>
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<tr>
<td>Final Day to Submit Questions:</td>
<td>5/31/2013</td>
</tr>
<tr>
<td>Final Day of Amendment to step 2:</td>
<td>6/4/2013</td>
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<tr>
<td>Request for Proposal Due: Must be received sealed and dated stamped in CNM’s Purchasing Office</td>
<td>6/10/2013 3pm local time</td>
</tr>
<tr>
<td>Notice of Short List for Interviews:</td>
<td>6/14/2013</td>
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<tr>
<td>Interviews with Short-Listed Offeror(s): Location TBD</td>
<td>6/24/2013 8:30am -12pm local time</td>
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<tr>
<td>Negotiations begin:</td>
<td>6/24/2013</td>
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<tr>
<td>Award of CMAR:</td>
<td>7/12/2013</td>
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EXPLANATION OF RFQ SEQUENCE OF EVENTS

1. **Issue RFQ** - This RFQ is issued by CNM in accordance with the provisions of Sections 13-1-1 12 and 13-1-117, and 13-1-124.1 to 13-1-124.5, NMSA 1978.

2. **A Request for Qualifications and overall RFP P-438 Submittal Conference may/shall be held** - CNM will indicate the date, time, and location of the Conference. The purpose of a Submittal Conference is to review the Request for Qualifications documents, including the Scope of Work, Response Format, and tentative Schedule of Events, etc. A walk thru of the facility to be renovated may also be conducted. Attendance at the Request for Qualification Submittal Conference is not mandatory but highly recommended. Walk thru of the facility may be conducted independently.

3. **Questions/Clarifications** - Between the time of issuance of the RFQ and the date for submittal listed herein, prospective Offerors shall submit in writing any questions they may have regarding any clarifications or comments regarding the RFQ, the Conditions Governing the Procurement, the Scoring Criteria, Amendments, and/or Scope of Work, or any other information that Offeror deems necessary to submit a complete and comprehensive package for evaluation. 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 for any of the RFP steps 1-3.

4. **RFQ amendments or addenda** - Should any amendment or addenda to this RFQ be deemed necessary between issuance of the RFQ and the Submittal deadline. If an amendment or addendum requires a time extension, the Submittal date will be changed as part of the written amendment or addendum.

5. **Deadline to submit RFQ** – shall be at the date and time that has been set by the Owner for receipt of the RFQ. Late RFQ submittals will not be accepted. It is the Offeror’s responsibility to ensure that their RFQ arrives at the appointed location and at the appointed date and time. **The RFQ may be delivered early to avoid any possibility of rejection due to untimely submission.** RFQ must be submitted in a sealed envelope addressed to:

   Owner: Central New Mexico Community College P-348
   Procurement Contact Name: Greg Van Wart, Senior Buyer
   Cc: Charlotte Gensler, Director of Purchasing & Materials Mgmt.
   Address: 525 Buena Vista SE, Bldg A., Rm 109
   Albuquerque, NM 87106
   Phone Number: 505-224-4546

6. **ANY RFQ RECEIVED AFTER THE DEADLINE IS NON-RESPONSIVE.** CNM Purchasing Office will time and date-stamp RFQ’s at the named location. A public log will be kept of the names and submittal times of all Offerors who submitted RFQ’s. If your RFQ is *hand-delivered* and it is determined it is late, the envelope will be time-stamped and dated, a photo copy made of the envelope with this information for the procurement file. The unopened envelope will be returned to the person that delivered the late RFQ.

   Any RFQ delivered by mail or other common carrier that is late shall be time and date stamped, a photo copy made of same for the procurement file, and the RFQ shall be kept on file, unopened, until the Offeror makes arrangements for its return. CNM shall not be responsible for any fees or postage to return a late RFQ.

   RFQ’s will be reviewed, for completeness and compliance with requirements, by CNM’s Purchasing Department. If any RFQ submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that determination.

7. **RFQ Evaluations/Short Listing** - The Evaluation Committee will review each Offeror’s RFQ. Points will be allocated, by each member. Each Evaluation Committee member’s point totals will be translated into a numeric ranking of all submittals. The individual Evaluation Committee member scores will be totaled together and averaged with any residential preference or residential veteran preference points to determine the overall ranking of RFQ submittals. CNM’s Purchasing Department shall verify with NM Mexico Tax and Revenue Department for the purpose of validation to allow or disallow residential preference and residential veteran preference claims.
8. **Notice of Finalists/Short List** - Each responsive Offeror will be notified in writing as to the results of the Evaluation Committee's determination of Short Listed Offerors that shall proceed to Step 2, Request for Proposal. This notice will include the overall rankings awarded by the Evaluation Committee for all RFQ’s submitted. A public log will be kept of the names and overall rankings of all Offerors short-listed for the RFP.

9. **Licensing Requirements** – Each prospective Offeror must have a current and active New Mexico GB 98 Contractor’s license at the time of submittal and must submit the Qualification Questionnaire and Qualification Statements with all portions completed, including any required attachments. Offeror responding to this RFQ must be registered with the appropriate government body pursuant to applicable State laws. The Offeror will be required to provide proof of registration upon CNM request.

10. **Submittal Completeness** – Each prospective Offeror must answer all of the questions and provide all requested information on the Qualifications Questionnaire for General Contractors. Any prospective Offeror failing to do so may be deemed to be non-responsive and not responsible with respect to the Contractor Statement of Qualifications, at the sole discretion of CNM.

11. **Qualifications Statement Evaluation** - The Owner Evaluation Committee shall consist of a minimum of three (3) persons appointed by the Owner, with at least one member being a registered architect or engineer. The Committee shall collectively possess expertise in the technical requirements of the project, construction design and contracting. The Owner may use independent consultants or agents to be on the Evaluation Committee, provided appropriate precautions are taken to avoid potential conflicts of interest.

When the Evaluation Committee scores the Qualification Statement of each Offeror, they shall consider the evaluation factors stated in the RFQ.

The Evaluation Committee may consider any relevant information or data, from any reliable source, relating to the RFQ evaluation factors, such as references, to evaluate the Offeror’s ability to successfully perform the project. Such information may be obtained from the Offeror, prior customers of the Offeror, commercial and public databases or other reliable sources.

12. **General Conditions And Requirements Governing The Procurement** - The Contract Documents Listed in the RFP General Requirements section contains general information about the process and conditions under which this RFQ is issued, as well as certain conditions governing the procurement.

CNM shall evaluate the RFQs based on the Evaluation Criteria included herein. Interview questions and presentation will be related to criteria topics and scope of work in the RFQ and RFP. Additional questions to clarify Offerors response to step 1 and step 2 or request to present information related to the scope of work or the Offerors response may also be requested for interviews/oral presentations. CNM reserves the right to reject any and all RFQs and re-solicit for new RFQs, or to reject any and all RFQs and temporarily or permanently abandon the Project, should the need arise. CNM makes no representations, written or oral, that it will enter into any form of agreement with any Offeror.

13. **Incurring Cost** - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any documents or material submitted in response to this RFQ or any of the RFP process shall be borne solely by the Offeror.

14. **Third-Party or Subcontracting GC Contract Responsibilities** – Direction of all work that may result from this procurement must be performed by the Offeror and payments will only be made to the Offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, reassignment of GC duties and responsibilities to a third party is not acceptable.

15. **Offeror’s Rights to Withdraw RFQ** - Offerors will be allowed to withdraw their RFQ at any time prior to the deadline for receipt of RFQs. The Offeror must submit a written withdrawal request signed by the Offeror’s duly authorized representative addressed to CNM. The approval or denial of withdrawal requests received after the deadline for receipt of the RFQ shall be determined by the Purchasing Department.

16. **Offeror Qualifications** - The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFQ. The
Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in CNM policies and procedures and applicable statutes.

17. Right to Waive Minor Irregularities - The Purchasing Department may allow the Evaluation Committee the right to waive minor irregularities. The Purchasing Department reserves the right to waive requirements provided that all of the otherwise responsive RFQ does not otherwise materially affect the procurement. This right is at the sole discretion of the CNM Purchasing Department.

18. Release of Information – Once a final contract for CMAR services has been awarded, the Purchasing Department shall make the names of all Offerors and the names of all Offerors selected for interview available for public inspection along with the Evaluation Committee’s final ranking and evaluation scores. Offerors who were interviewed but not selected for contract award shall be notified in writing within fifteen days of the award.

19. New Mexico Prevailing Wage Rates – Wages to be paid as a result of a contract for construction negotiated for this Project will be subject to the minimum wage rate determination by the State of New Mexico, and a set will be attached to the final contract documents once a wage rate is obtained. This determination will become part of the contract by reference and must be posted, per State of New Mexico Statutes, in a conspicuous place at the General Contractor’s place of business.

It is the General Contractor’s responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. The General Contractor is responsible to be aware of to comply with wage rate and other legal requirements.

20. Clarifications from Offerors - After review of the RFQ offer, RFP offers the and during or after the Interview/Oral presentation, the CNM Purchasing Department may request clarifications on information submitted by any and all Offerors.


   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 CNM Purchasing Department following the opening.

22. Changes/Alterations After Award. Changes or alterations after the award can only be made if agreed to in writing by CNM.

23. 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. 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.

The evaluation committee shall select, scored based ranked in the order, no less than three (3) businesses deemed to be the most qualified to perform the required services after interviews. 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 scored totaled and averaged after completion of interviews and submit to the CNM Purchasing Department who shall present to the CNM Capital Outlay and CNM Governing Board for award those businesses which have been selected; or

(2) recommend termination of the selection process pursuant to Section 13-1-131 NMSA 1978. Any proposal received in response to the terminated solicitation is not public information and shall not be made available to competing offerors.
24. **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.

25. **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.

26. **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 or in other acceptable format.

27. **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.

28. **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 vendor list.

29. **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/itself 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 Construction Management at Risk.
   
   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, the Design Professional and other contractors and coordinate his/her/its work involving other contractors through CNM's authorized representative.

30. **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 appropriate New Mexico governing authorities. The contractor shall use only fully qualified and approved subcontractors 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. 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 Buyer or Director of Purchasing in CNM’s Purchasing Office. 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. Businesses, which have not been selected, shall be so notified by the award notification to the CNM purchasing website and/or other reasonable notification method.

31. Protest:
   a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to CNM’s Director of Purchasing and Materials Management and the Buyer for the Procurement in accordance with the requirements of CNM’s Procurement Regulations and the New Mexico 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 Buyer or the Director of Purchasing and Materials Management shall not proceed further with the procurement unless the Director of Purchasing or her Designee makes a determination that the award of Agreement is necessary to protect substantial interests of CNM (§ 13-1-173 NMSA 1978).

   c. The Director of Purchasing or her 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 Director for Purchasing or her 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 Offerors involved in the procurement (§ 13-1-178 NMSA 1978).

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.
37. **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.

38. **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 offeror 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 Offeror 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 professionals to complete the CMAR's work under this Agreement. The cost of completing the CMAR'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 CMAR. If the cost of completing the work under this Agreement exceeds the contract amount, then the CMAR shall pay CNM for the difference between the contract amount and the cost to complete the CMAR's work.

Termination for convenience of CNM. On fifteen (15) business days written notice to CMAR, CNM may terminate this Agreement in whole or in part for its own convenience in the absence of any default of CMAR.
III. RESPONSE, DELIVERY, GENERAL INSTRUCTIONS AND INFORMATION, FORMAT, ORGANIZATION, MINIMUM MANDATORY REQUIREMENTS AND CRITERIA CONTRACTOR QUALIFICATIONS

A. DELIVERY OF RFQ SUBMITTAL

**Late submissions:** Sealed RFQ Submittal packages not received by the time and date indicated on the RFQ will not be accepted.

**Hand Carried:** RFQ may be hand carried to Purchasing Department, Building A, CNM Main Campus.

**Mailed:** RFQ offer may be mailed or shipped by express carrier (FedEx, UPS, etc.) to the attention of Greg Van Wart, Senior Buyer, 525 Buena Vista SE, Albuquerque NM 87106. The OWNER shall not be responsible for any RFQ offer that is mailed or shipped and not received by the appointed date and time specified in this solicitation.

**Receipts:** Receipts for any hand-delivered RFQ offer shall be issued by NAME (upon request) for a RFQ which are hand carried.

**No Other Methods of Offer Delivery Acceptable:** Neither telephone, telegraphic, nor facsimile offers will be accepted.

B. GENERAL RESPONSE INSTRUCTIONS AND INFORMATION

1. Your RFQ offer shall be prepared SIMPLY AND ECONOMICALLY, providing straightforward, CONCISE description of the respondent’s ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner’s needs.

2. Respondents shall carefully read the information contained in this RFQ offer and submit a complete response to all requirements and questions as directed. Incomplete RFQ offers may be considered non-responsive and subject to rejection.

3. Offeror shall prepare and develop RFQ offers at the sole expense of the Offeror.

4. RFQ offers that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

**Questions regarding the procurement process, the RFQ documents, general requirements, terms and conditions, etc. must be submitted in writing prior to the submission of the RFQ for clarification purposes.**

5. The RFQ responses for the Three-Step process shall be kept confidential until a contract is awarded. The Purchasing Department will not disclose or make public any pages of a RFQ which the Offeror has stamped or imprinted with these words subject to the following requirements:

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

6. RFQ offers shall consist of answers to questions or requirements identified in the RFQ. CNM desires that offerors use the forms provided for the RFQ. Forms will be posted to the web separately for offers convenience.

7. Failure to comply with all requirements contained in this RFQ may result in the rejection of an Offeror's submittal.

8. Receipt of an addendum or amendment of the RFQ by an Offeror must be acknowledged either by signing and returning the addendum or the signature page reference receipt and acceptance of the addendum or amendment. This acknowledgment must be received prior to the time and date of the deadline specified
for receipt of RFQ.

9. An RFQ may be modified or withdrawn in person at any time BEFORE the scheduled opening of RFQs, provided a receipt for the withdrawn RFQ is signed by the Offeror or the Offeror’s authorized representative. The Owner reserves the right to request proof of authorization to withdraw an offer.

C. NUMBER OF RESPONSES
One original RFQ Submittal package may be submitted by each Offeror, which is the subject of this RFQ. The RFQ offer Package shall be clearly identified on the outside as to the name of the procurement, date and time RFQs offers are to be received, the Offeror’s name, address, name of contact person and a phone number and email where the contract person may be reached and to avoid misplacing or premature opening of the RFQ offer package.

D. NUMBER OF COPIES OF RESPONSES
In addition to the Original RFQ Submittal package, Offerors shall provide (5) identical copies (copies shall also be sealed) of their RFQ for the Evaluation Committee’s use. The copies will be submitted with the originals in the Proposal Package. The Owner will retain the original response for the procurement file. The Offerors may make arrangements to pick up the extra copies of their RFQ Package after the final award is determined. If copies are not picked up within 5 days of award, copies may be destroyed.

E. TABLE OF CONTENTS, BINDING, DIVIDERS, TABS, PAGE SIZE, AND NUMBER OF PAGES,
1. Page size for submittals shall be 8.5” x 11”
2. Total number of pages shall be limited to qualification and questionnaire response is 20 pages. Mandatory Submittals and Resumes shall not be counted against the page count.

MANDATORY SUBMITTALS:
RFQ responses shall include the following:
1. SIGNATURE PAGE: ATTACHMENT A
2. DEBARMENT/SUSPENSION & NON COLLUSION STATUS: ATTACHMENT B
3. LICENSING: ATTACHMENT C
4. SURETY: ATTACHMENT D
5. CAMPAIGN CONTRIBUTION FORM ATTACHMENT E

CONTRACTOR QUALIFICATION RESPONSE (Up to 65 possible points not including resident preference or resident preference points applied)

1. FIRMS BUSINESS PROFILE (Up to 5 possible points)
2. OFFEROR’S EXPERIENCE WITH CONSTRUCTION OF SIMILAR TYPES OF PROJECTS (Up to 15 possible points)
3. QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR’S PERSONNEL AND CONSULTANTS AND THE ROLE OF EACH IN THE PROJECT (Up to 15 possible points)
4. PLAN FOR MANAGEMENT ACTIONS TO BE UNDERTAKEN ON THE PROJECT, INCLUDING SERVICES TO BE RENDERED IN CONNECTION WITH SAFETY AND THE SAFETY PLAN FOR THE PROJECTS (Up to 15 possible points)
5. COMPANY’S BACKGROUND AND EXPERIENCE WITH CONSTRUCTION MANAGER AT RISK METHOD (Up to 15 possible points)
6. RESIDENT PREFERENCE OR VETERAN RESIDENT PREFERENCE (up to 3.25, 4.55, 5.2 or 6.5 possible points-equal to 5.7, 8, or 10% of ttl point available to the RFQ response) Subject to eligibility and verification-valid residential preference or veteran residential preference certificate must be submitted with your offer to be considered
MANDATORY SUBMITTAL for Step 1 of 3 to P-348

1. Attachment A: SIGNATURE PAGE

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, is properly licensed for providing the items or services specified, has read this Invitation to RFP, 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 agree that the language of this document shall govern in the event of a conflict with its RFP. The undersigned, being duly authorized to sign bidding documents and act on behalf of the contractor in an official capacity, certifies that the items and/or services offered on this Invitation to RFP meets or exceeds all specifications, terms and conditions as described in this Invitation to RFP without exceptions. I understand that items and/or services not meeting all specifications, terms and conditions will be rejected and all costs shall be borne by the contractor.

Please fill in all spaces below:

Legal Company Name__________________________________________
Address________________________________________________________________________
City, State, Zip____________________________________________________________
Phone Number___________________________________________________________
FAX Number___________________________________________________________________
Email________________________________________________________________________
Contact Person for Clarification of RFP Response______________________________
NM Tax ID_____________________________________________________________________
Federal Tax ID_________________________________________________________________
Applicable NM License Numbers_____________________________________________

ALL NEW MEXICO LICENSE NUMBERS LISTED HEREIN OR PURPORTED BY THE VENDOR MUST BE ISSUED IN THE OFFERING FIRM’S LEGAL COMPANY NAME. LICENSE NUMBERS LISTED UNDER A NAME OTHER THAN THE LEGAL COMPANY NAME MAY RENDER THE OFFER AS BEING NON-RESPONSIVE. NON-RESPONSIVE OFFERS WILL NOT BE CONSIDERED FOR AWARD.

OFFERORS WISHING TO RECEIVE THE RESIDENTIAL PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID RESIDENTIAL PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE.

OFFERORS WISHING TO RECEIVE THE VETERAN RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID RESIDENTIAL VETERAN PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE.

Acknowledgment of Amendment/Addendum
Specify Number(s) and Date(s)

# date # date # date # date # date

Signature of Member Authorized to Sign for Firm________________________________________
Printed/Typed Name and Title of Individual Signing____________________________________
MANDATORY SUBMITTAL for Step 1 of 3 to P-348

2. Attachment B: DEBARMENT/SUSPENSION & NON COLLUSION STATUS

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 RFP 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 bid (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 bid/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 bid 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 bid.

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____________________________________
Printed/Typed Name________________________________________ Date________________________
Legal Company Name________________________________________
Address ________________________________________________________
City/State/Zip______________________________________________
MANDATORY SUBMITTAL for Step 1 of 3 to P-348

3. Attachment C: LICENSING

GB98 LICENSING REQUIREMENTS

Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:

a. License Classification: __________________________

b. License Code: __________________________

c. License Number: __________________________

d. Current New Mexico Department of Department of Workforce Solutions Labor Enforcement Fund Registration Number: __________________________
MANDATORY SUBMITTAL for Step 1 of 3 to P-348

Attachment D: SURETY
Surety must meet the requirements of NMSA 13-4-18
Is your firm able to obtain bonding in the amount required for the completion of this project? Please provide a notarized declaration from the surety identified below, stating the amount of bonding capacity available to your firm for this project. The Maximum Allowable Construction Costs (MACC) $10,609,320.00 for construction. CMAR fee, Specified General Conditions which will be part of the overall IGMP and not included in this figure.

The construction budget listed above also does not include preconstruction fees, FFE, New Mexico Gross Receipts Tax, Owners contingency, Professional Fees and other soft costs.

☐ Yes  ☐ No (attach explanation)

Firm’s current surety company:

Surety Company

Contact

Yes

New Mexico Gross Receipts Tax, Owners contingency, Professional Fees and other soft costs.
4. Attachment E: Campaign Contribution Form

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

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

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

This form must be included in the request for proposals and must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

The following definitions apply:

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

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

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

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

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.
MANDATORY SUBMITTAL MANDATORY SUBMITTAL for Step 1 of 3 to P-348

1. Attachment E: Campaign Contribution Form

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

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

Name(s) of Applicable Public Official(s) if any:
- CNM’s Governing Board including, District 1 Mr. Robert P. Matteucci, District 2 Ms. Janet W. Saiers, District 3 Ms. Deborah Moore, District 4 Mr. Mark Armijo, District 5 Mr. Blair L. Kaufman, District 6 Ms. Penelope S. Holbrook, and District 7 Mr. Michael DeWitte.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: ____________________________________________

Relation to Prospective Contractor: ____________________________________________

Date Contribution(s) Made: ____________________________________________

Amount(s) of Contribution(s) ____________________________________________

Nature of Contribution(s) ____________________________________________

Purpose of Contribution(s) ____________________________________________

__________________________________________
Signature

__________________________________________
Date

__________________________
Title (position)

--OR--

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

__________________________________________
Signature

__________________________________________
Date

__________________________
Title (Position)

(Attach extra pages if necessary)
CMAR QUALIFICATION CRITERIA RESPONSE  SUBMITTAL for Step 1 of 3 to P-348

1. FIRMS BUSINESS PROFILE (Up to 5 possible points)

a. Provide a brief narrative describing the history of your firm. How long has your company been in Business? Identify the number of employees in your firm, the organizational structure, the location of staff, the ownership of the firm and the annual turnover of employees in number and percentage.

b. Has your firm ever filed bankruptcy, been in loan default, or are there any pending liens, claims or lawsuits against the firm. Is your firm currently, or in the past, has it ever performed services under any other name?

c. Has your firm had a contract terminated in the last five (5) years? If termination is for default, defined as notice to stop performance due to the Respondents’ non-performance or poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the proposer was in default. Submit full details of their terms for default including the other parties’ name, address, and telephone number. Present the Respondent’s position on the matter.
2. OFFEROR’S EXPERIENCE WITH CONSTRUCTION OF SIMILAR TYPES OF PROJECTS
(Up to 15 possible points)

CNM desires offers to described at least five (5) projects to illustrate the offeror’s project experience, all of which must have been completed in last 5 years with a construction cost at the time of bid with a MACC or GMP of at least $5,000,000.00 and no greater than $25,000,000.00. Include the Following:

Name of the project
Contract amount
Date of completion
Owner with point of contact name, title and phone number
Design Professional firm with the point of contact name, title and phone number

CNM desires that the projects described include the following elements:

a. Projects with Educational, Government Agencies or local public bodies or other projects similar in scope and complexity within the State of New Mexico. Renovation projects are of particular interest.

b. Projects which provide cost estimating and value engineering, and how issues were addressed and used to revise or develop the Design Professional’s design to meet the project construction budget.

c. Projects similar to the scope of work for the CNM project described in the scope of work of this RFP P-348 which contains various components of the project such as: administrative space, classrooms, integrated classroom technology, specialized scientific labs, student spaces, support spaces.

d. Projects that include sustainability issues and require LEED Silver or better certification.

e. Projects that demonstrates your firm’s ability to act as a Construction Manager at Risk with a Guaranteed Maximum price.

f. Projects that use BIM or other 3D modeling and its integration during construction and close-out processes.

g. Projects that require the removal, storage (during construction) and placement (after completion) of existing furniture, fixtures and equipment as indicated to remain.

h. Experience with early work on renovation projects with the possibility of maintaining operation of portions of a facility during construction and renovation. This may include traffic and noise control on a College or University or similar campus situation.
3. QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR’S PERSONNEL AND CONSULTANTS AND THE ROLE OF EACH IN THE PROJECT. (Up to 15 possible points)

a. Provide information regarding the project personnel and consultants who will be assigned to successfully accomplish the services required for this project as follows:

b. Identify each of those personnel members, their titles and their roles and responsibility both in pre-construction and the construction phases of the project. Include resumes for key personnel.

c. Describe their experience with projects of similar size, scope and complexity. Renovation projects are of particular interest.

d. Describe professional certifications and technical expertise in General Construction, Construction Management at Risk, sustainability or LEED Certified projects or projects that utilize the same elements as CMAR.

e. Key personnel’s current commitments and availability for the proposed project timeframe

f. Identify key consultants and the roles of each in the project
CMAR QUALIFICATION CRITERIA RESPONSE SUBMITTAL for Step 1 of 3 to P-348

4. PLAN FOR MANAGEMENT ACTIONS TO BE UNDERTAKEN ON THE PROJECT, INCLUDING SERVICES TO BE RENDRED IN CONNECTION WITH SAFETY AND THE SAFETY PLAN FOR THE PROJECTS.
(Up to 15 possible points)

Provide information that demonstrates your firm’s capacity and capability to perform work of the nature and scope of this project. Detail your firm’s and that of your proposed personnel’s ability, depth of knowledge, skills, experience and expertise as it relates to the services related to a management and safety plan and services requested and required to be performed as described and outlined within this Request for Proposal P-348. Your approach should include outlining and completely describing your firm’s commitment and guarantee for the successful completion of the project.

I. Describe your firm’s approach to be used during the Preconstruction Services to include:
   a. Process to review and develop the documents with CNM and the Design Professional
   b. Estimating and constructability assessments and input
   c. Participation in constructability, Schedule Cost and Document Reviews.
   e. Process to define opportunities for sustainable design with LEED Silver or better certification.
   f. Development of bid packages
   g. Prequalification of subcontractors
   h. Quality control and safety plan to be used during Preconstruction
   i. Preconstruction conferences to verify scope of work, coordinate inspections, testing and submittal approval
   j. Described techniques planned to assure that schedule dates will be met. Include your review process to demonstrate ability to meet project budget and schedule.
   k. Anticipated GMP process and schedule of events

II. Describe your firm’s approach to be used during the Construction Services for both the offsite infrastructure and on site construction including infrastructure:
   a. Quality control plan to be used during Construction
   b. How the schedule will be administered to verify performance
c. Planning, supervision and timely completion of the project

d. Method (including software applications used) to prepare, monitor and maintain project schedule

e. Submittals and Project documentation *(also including LEED)*

f. Manage construction labor and materials

g. Coordinate with Owner direct labor, subcontractors, and Owner furnished equipment suppliers, if applicable

h. Manage site access, safety, security, and quality control

i. Manage testing, inspections

j. Coordination of all utility inspections

k. Review of trade progress payments

l. Coordination of trade work and problem resolution
CMAR QUALIFICATION CRITERIA RESPONSE SUBMITTAL for Step 1 of 3 to P-348

5. COMPANY’S BACKGROUND AND EXPERIENCE WITH CONSTRUCTION MANAGER AT RISK METHOD.
(Up to 15 possible points)

Provide a narrative that demonstrates your experience with the project work plan for the CM at Risk process indicating a clear understanding of the objectives of the CM at Risk delivery method.

Provide a proposed Schedule and Project Plan that includes the following:

a. Demonstrates the ability to deliver a project using the CM at Risk delivery.

b. A construction schedule illustrating how it intends to provide and manage the tasks and resources necessary to accomplish the work commencing with the Notice to Proceed for the Preconstruction, the GMP Process, Construction, and LEED Application.

c. Illustrates milestones for approval activity.

d. Illustrates an understanding of a critical path for a project.

e. Provide design coordination and review with the Designer (Architect).

f. Manner that review and constructability issues were addressed and rolled into the design.

g. Provide conceptual budget model, cost estimating and value engineering, and how issues were addressed and used to revise or develop the Design Professional’s design to meet the project construction budget.

h. Process for Evaluating Requests for information and Change Order Requests from Sub-Contractors.

i. Approach to Contingency and GMP management.

j. If and how BIM will be utilized for providing O&M information and as-builts

k. Examples of an approved, signed pay application, project scheduling, schedule of values, and backup for a past CMAR project.
CMAR QUALIFICATION CRITERIA RESPONSE SUBMITTAL for Step 1 of 3 to P-348

6. RESIDENT PREFERENCE OR VETERAN RESIDENT PREFERENCE
(up to 3.25, 4.55, 5.2 or 6.5 possible points-equal to 5, 7, 8, or 10% of total points available to the RFQ response)

A. Residential Preference (3.25 possible points)
   Offerors wishing to receive the 5% of available points Residential Preference must submit their valid residential certificate issued by the State of New Mexico Tax and Revenue department with their offer.

B.1 Resident Veteran Preference (4.55, 5.2 or 6.5 possible points)
   Offerors wishing to receive 7% or 8% or 10% of available points Resident Veteran Preference must submit their valid resident veteran certificate issued by the State of New Mexico Tax and Revenue department with their offer AND fill out the following B.2 Resident Veteran Certification form certifying under penalty of perjury the last calendar year of business revenue in order to apply the appropriate level of preference.
CMAR QUALIFICATION CRITERIA RESPONSE SUBMITTAL for Step 1 of 3 to P-348

B.2 RESIDENT VETERAN CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

_____________________________________________ _______ ____________________
(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

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