

**Central New Mexico Community College Purchasing Department**  
**525 Buena Vista SE, A Building, Room #A109 / PO Box 4586**  
**Albuquerque, NM 87106 / 87196-4586**

<b>REQUEST FOR PROPOSAL NO.</b> P-329	<b>TITLE:</b> Design Professional for Landscape Architecture and Related Services (On Call)
<b>DUE DATE:</b> January 18, 2013	<b>TIME:</b> 3:00 P.M. local time
<b>BUYER/ PROCUREMENT OFFICER:</b> Keith Adams, Senior Buyer Telephone number: 505-224-4530 Fax number: 505-224-4548 E-mail address: jadams49@cnm.edu	
<b>NUMBER OF RESPONSES REQUIRED:</b> One (1) Original and five (5) Copies	<b>FREIGHT TERMS:</b> FOB Destination Freight Included <b>PAYMENT TERMS:</b> Net 30 Days

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**SECTION A: INSTRUCTIONS TO OFFERORS AND RFP STANDAND TERMS AND CONDITIONS #P-329**

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 Terms and Conditions as well as all statements contained in this Request for Proposal and the attachments.

**CNM intends to enter into a Price Agreement Between the Owner and the Design Professional for Landscape Architecture and related services with the successful awardee of this procurement. Project #1, ATC Turf Removal will also be awarded against the price agreement. The Agreement, General Conditions, and Attachments can be viewed at the CNM website at [www.cnm.edu/purchasing](http://www.cnm.edu/purchasing), under "RFP" P-329.**

- 1.0.1 SUBMITTING YOUR OFFER:** 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 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 in 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.
- 1.0.2 A complete set of the Request for Proposals and all Attachments may be obtained from the CNM Purchasing Department Located on the Main Campus at 525 Buena Vista SE, A Building, Room #A109, Albuquerque, New Mexico 87106. A complete copy of the Request for Proposals shall also be made available for interested offerors and shall be posted at the CNM Purchasing Department website. [www.cnm.edu/purchasing](http://www.cnm.edu/purchasing).
- 1.0.3 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. CNM assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- 1.0.4 Completed proposal package should be placed in a sealed envelope, referencing this RFP number P-329 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 and title on 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.
- 1.0.5 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.
- 1.0.6 Proposals must be received by the date and time of the deadline to the following:
- Address: Central New Mexico Community College  
525 Buena Vista, SE  
Attn: Purchasing Department, A Bldg., Room 109  
Albuquerque, NM 87106  
Ref: RFP P-329, Professional Design for Landscape Architect and Related Services
- 1.0.7 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.

1.0.8 Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration. Receipt of Addenda acknowledgement which does not materially affect the offer may be accepted by fax or email in addition to original submittal at the sole discretion of CNM Buyer or the procurement or the CNM Director for Purchasing.

**1.1 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.

**1.2 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 Procurement Officer **in writing**.

### **1.3 INTERPRETATIONS.**

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

**1.3.2** All questions about the meaning or intent of the Request for Proposals shall be submitted in writing to the attention of the Senior Buyer for this procurement. 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 addendum (a) will be binding. Oral and other interpretations or clarifications will be without legal effect.

**1.3.3** Any and all clarifications of instructions, terms and conditions, insurance, bonds, or proposal preparation shall be made only by the Senior Buyer listed above or the Director of Purchasing or her designee.

### **1.4 ADDENDA.**

1.4.1 Addenda will be mailed or transmitted by facsimile or posted to the CNM Purchasing website to all who are known by CNM to have received a complete set of the Request for Proposals.

1.4.2 Copies of Addenda will be made available for inspection wherever Request for Proposals is on file or that purpose.

1.4.3 No Addenda will be issued later than two (2) 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.

1.4.4 Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the space provided in Section E, on the form labeled "Signature of Firm's Authorized Representative".

### **1.5 CORRECTION OR WITHDRAWAL OF PROPOSALS.**

1.5.1 A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.

1.5.2 Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

1.5.3 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 Offer following the opening.

1.6 **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.

1.7 **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.

1.8 **TERMINATION OF RFP -** This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when CNM Representative determines such action to be in the best interest of CNM.

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

1.9.1 The Offeror's 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.

1.9.2 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 Design Professional for Architectural Landscaping, engineering, surveying or any other duties the Offeror will be required to perform.

1.9.3 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.

1.9.4 Standard Contract - The Owner will use the CNM Purchase order with the attached contract documents including all agreements, attachments, addenda, amendments between Owner and Design Professional. Any Offeror questions about any provision(s) of the contract terms and conditions must be promptly brought to the attention of CNM Buyer.

1.9.5 Offeror Qualifications - The Purchasing Department or the Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Purchasing Office will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978 and the requirements of the RFP.

1.9.6 Right to Waive Minor Irregularities - The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the CNM.

1.9.7 Clarifications from Offerors – The Purchasing Department or the Selection Committee or designee, after review of the proposal and/or Interview may request clarifications on information submitted by any and all Offerors.

**1.10 RECEIPT, OPENING AND RECORDING.**

1.10.1 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.

1.10.2 Offerors may request in writing nondisclosure of confidential data and trade secrets. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the

non-confidential or non-trade secret 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 considered to be a trade secret, will be considered. All information, except that marked as confidential and considered a trade secret, will become public information at the time that the Proposal is awarded.

#### **1.11 PROPOSAL EVALUATION.**

- 1.11.1 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.
- 1.11.2 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.

#### **1.12 RESPONSIBLE OFFEROR.**

- 1.12.1 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 State of New Mexico body**, the contractor shall use only fully qualified and approved service technicians to perform inspections and services under this Proposal.
- 1.12.2 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).
- 1.12.3 OFFEROR'S QUALIFICATION STATEMENT. Offeror to whom award of an 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. Offer shall provide audited financial statements if requested by CNM.
- 1.12.4 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 CNM Buyer. 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 . Contractor, which has not been selected, shall be so notified in writing within twenty-one days after an award is made by facsimile or mail or email or through a posting to the CNM website.

#### **1.13 EVALUATION AND SELECTION PROCESS.**

- 1.13.1 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 Buyer.
- 1.13.2 Upon receipt of proposals or at any time during the proposal process, CNM's Purchasing Department may determine the responsiveness of each proposal.
- 1.13.3 A selection committee to evaluate the written proposals and interviews will be designated by the CNM Purchasing Office. **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 the RFP written offers submitted in regard to the particular project. Rankings will be score based upon an average of the committee's scores, including any residential or resident veteran preference. The CNM Purchasing Department may verify for scoring purposes items such as preference or volume of work sections.
- 1.13.4 Based upon the score based ranking from the written proposals, the committee may interview at least three of the top ranked contractors that have been shortlisted. The evaluation committee shall score the interviews based upon the

criteria stated within the RFP and any additional questions related to the scope and requirements of the project. The committee will take into account the information received in the written proposals in addition to the information received from their interviews in making their final scores.

- 1.13.5 The final scores will be submitted to the Buyer. The final scores shall be ranked independently from any previous scores and will not be averaged with the written proposal scores which were used to determine a short listed contractor selected for interviews.
- 1.13.6 Based upon the average of the final scores, the evaluation committee shall recommend, ranked in the order of their qualifications using a point system, no less than three (3) contractors deemed to be the most qualified to perform the required services. If fewer than three (3) contractors have submitted a statement of qualifications for a particular project, the evaluation committee may:
  - 1) Rank in order of qualifications the contractor (s) and submit to the Purchasing Office who will present and request approval of the finalist ranking to be considered by CNM Governing Board for award those businesses which have submitted an offer to the RFP; 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.

#### **1.14. NEGOTIATIONS.**

- 1.14.1 Contract Negotiations - The Owner and the successful Offeror(s) will begin contract negotiations as soon as possible after recommendation for award from the selection committee. Negotiations may be conducted with responsible Offerors who submit offers found reasonably likely to be selected for award.
- 1.14.2 The CNM Standard Agreement and attachments between Owner and Design Professional is available on the CNM website. Final DESIGN PROFESSIONAL fees are determined during contract negotiations and depend on such factors as project size and complexity as related to the approved DESIGN PROFESSIONAL Rate Schedule. If contract negotiations are not finalized within a reasonable period of time, the Owner will conclude negotiations with the selected firm and begin negotiations with the next ranked firm based on final ranking.
- 1.14.3 CNM's Buyer, Director of Purchasing or her designee shall negotiate a contract with the highest qualified contractor for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the Buyer or his/her designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- 1.14.4 Should the Buyer or his/her 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 Buyer or his/her designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the Buyer or his/her designee shall formally terminate negotiations with that business.
- 1.14.5 The Buyer or his/her designee shall then undertake negotiations with the third most qualified business.
- 1.14.6 Should the Buyer or his/her 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 her 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.

#### **1.15 AWARD OF PROPOSALS.**

- 1.15.1 Notice of Award - CNM will notify finalists in writing of the final award(s). This notice will include the score based rankings of firms from the written proposals and the final score based ranking made after interviews for the project award(s).

- 1.15.2 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.
- 1.15.3 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. The names of all contractors 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. The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process.
- 1.15.4 The resultant agreement shall not be binding on CNM unless approved by CNM's Purchasing Department and any other signatories 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.
- 1.16 **CHANGES/ALTERATIONS AFTER AWARD.** Changes or alterations after the award can only be made if agreed to in writing by CNM.
- 1.17 **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.

#### **1.18 PROTESTS.**

- 1.18.1 Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to CNM's Buyer for the procurement and the CNM Director of Purchasing 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.
- 1.18.2 In the event of a timely protest under this section, CNM shall not proceed further with the procurement unless CNM makes a determination that the award of Agreement is necessary to protect substantial interests of CNM.
- 1.18.3 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).
- 1.18.4 The Director of 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
- 1.18.5 A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and their Offerors involved in the procurement (§ 13-1-178 NMSA 1978).

#### **1.19 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.

- 1.20 **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.

**1.21 PURCHASE ORDER AND OTHER ATTACHED CONTRACT DOCUMENTS INCLUDING ATTACHMENTS AND ADDENDA ISSUED BY CNM, CNM RFP, RFP OFFER CONSTITUTES THE CONTRACT AGREEMENT BETWEEN THE PARTIES.**

- 1.21.1 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.
- 1.21.2 This Proposal along with its attachments will be considered to be part of the resultant price agreement with purchase order and other contract documents are to be incorporated by reference.
- 1.21.3 CNM's General Conditions as an Attachment are an equal and integral part of this Proposal.
- 1.22 **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.

1.23 **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.

1.24 **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.

1.25 **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.

1.26 **TIMELINESS OF PERFORMANCE.** The Design Professional agrees and shall be required to prosecute work under any resultant Agreement to this RFP with diligence and continuous effort, and that the Design Professional will not delay the work in order to perform other contracts entered into by the Design Professional. The Design Professional agrees that time is of the essence in the performance of services awarded in response to this RFP and the construction project. The Design Professional understands that if the Design Professional 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, Design Professional will not be responsible for consequential damages resulting from delays beyond Design Professional's control. Design Professional 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 Design Professional's obligations under the Agreement.

1.27 **INSURANCE REQUIREMENTS.** The successful offeror shall be required to carry insurance meeting the requirements in the Section I 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. The Project Name and CNM's Name must appear on the Certificate of Insurance.

1.28 **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 fifty thousand (\$50,000) 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. Design Professional 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 Design Professional.

- 1.29 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.
- 1.30 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.
- 1.31 Method for the construction of this project 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.
- 1.32 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:

Central New Mexico Community College  
Purchasing Department  
Attn: Keith Adams, Senior Buyer  
525 Buena Vista, SE  
PO BOX 87196-4586  
Albuquerque, NM 87106

## **SECTION B: FOR RFP #P-329 SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS**

Central New Mexico Community College (CNM) requests proposals for Design Professional for Landscape Architect and related Services that will result in a negotiated on call price agreement and award of Project #1, ATC Turf removal. The Request for Proposals (RFP) allows CNM to pre-qualify on or more vendors for specific Professional Design Services. CNM may elect to contract with multiple vendors as a result of this RFP. In order to assist with new projects, CNM will assess the selected firms for qualifications necessary for a given project. This qualified service provider will be available to enter into single contracts for services on an as needed basis. The Consultant may be assigned various projects and tasks as may arise, based on the location and nature of the services required and the qualifications and resources of the Consultant. The selected firms may be awarded projects that are managed by CNM. This is a solicitation for Professional Services for a single project or multiple projects over the period of the next one (1) years with three (3) additional one-year option periods. The cumulative total of the fees paid under a contract, including any option years, shall not exceed \$200,000. If multiple awards are made, it will be at CNM's discretion to request quotes from one or more of the qualified firms.

The scope of an Agreement will include project landscape design services, related technical studies, outdoor space analyses, installation inspection, and other miscellaneous professional landscape design services related to CNM facilities.

A negotiated Agreement will result from this solicitation, including profit, overhead, and hourly rates for anticipated services. When a qualified firm is selected for a project, the firm will be required to provide a proposal for the specific project based on the Agreement. Anticipated annual escalations or surcharges must be identified and agreed to when the Agreement is established.

A copy of the proposed Agreement to be used by all qualified firms is attached. Responding firms should carefully review this Agreement before submitting proposals.

### Scope of Services

The Scope of Professional Services may require but not be limited to: site and existing conditions surveys, design, planning, and estimation services for new landscape construction, repair, and maintenance projects.

The response to your firms approach to Project#1 will be used in addition to your firms overall offer as the basis for evaluation and award of a price agreement in addition to an award of that specific project.

### Scope of work for Project #1 ATC Turf Removal

#### Background

CNM purchased property at 4800 and 4700 Alameda Ne Blvd., Albuquerque, NM 87113 in January 2009. The property at 4800 Alameda is currently being occupied by a tenant. The property at 4700 Alameda is the location of CNM's Advance Technology Center (ATC). The ATC consists of a building in which approximately 80,000 square feet are used for CNM classes. Project #1 consists of removing existing turf at the ATC campus located at 4700 Alameda NE and per Exhibit A drawing and replacing it with gravel over felt. Additionally the irrigation system shall also be changed from a drip to a bubbler system at the location of the trees.

The scope of work of Project #1 consists of landscape design responsibilities for basic concept design through construction administration. Reference the attached agreement additional information regarding the detail of requirements for Project # 1.

## **SECTION C: TENTATIVE SEQUENCE OF EVENTS**

1. Issue RFP Friday, December 21, 2012

2. Pre-Proposal Meeting  
If conducted, date and time To Be Determined

Note: CNM has recently developed a new committee structure to assist with oversight and management of Master Plan and other projects at the college. This includes an Executive Oversight Committee, a Programming Building Committee, and a Project Team. We will provide additional information about this new structure during the Pre proposal meeting. We are hopeful that this will, among other elements, assist our vendor community in efficient and effective interaction with the college.”

3. Questions/Clarifications Accepted through January 11, 2013

4. RFP Amendments Issued by January 15, 2013 unless extended

5. Submission of Proposal

**Submission Deadline:**

**MUST BE RECEIVED SEALED AND DATE STAMPED BY CNM PURCHASING DEPARTMENT**

**date: January 18, 2013**

**Time: 3 pm local time**

**Location:**

**CNM Purchasing Office  
Bldg A, RM 109  
525 Buena Vista SE  
Albuquerque, NM 87106**

6. Notice of shortlisted Finalists February 1, 2013

7. Interviews (if required) with Finalists that are shortlisted Friday, February 8, 2013

8. Begin Contract Negotiations February 8, 2013

9. Notice of Award March 15, 2013

**SECTION D: PROPOSAL FORMAT AND RESPONSE TO EVALUATION CRITERIA FOR RFP #P-329**

**PROPOSAL FORMAT.**

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 by an authorized representative of your firm; all corrections shall be initialed 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 one original and four copies of your proposal. 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 RFP. Emphasis should be placed on comprehensiveness of services offered and clarity of content.

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.

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

Offerors shall provide *one (1) original* and *five (5) copies*.

All proposals must be written on standard 8 1/2" x 11" paper, single spaced, size 10 minimum font and bound on the left-hand margin; If 11" x 17" paper is used, then each page will count as 2 pages.

A maximum of thirty (30) single sided pages for Section D: your firm's response to the RFP criteria

Note: resumes along with proof of licensure and Residential or Resident Veteran forms will not be counted against a firms 30 page count.

The proposal should be organized in the following recommended and should contain, the listed items in the sequence indicated:

- 1) Letter of Interest, if any;
- 2) Section D: Response to the Proposal Format and Evaluation Criteria
  - I. Response to Specialized Landscape Design and Technical Competence;
  - II. Response to Capacity and Capability;
  - III. Response to Record of Performance;
  - IV. Response to Proximity to or Familiarity with the Area;
  - V. Response to Work to be done in New Mexico;
  - VI. Response to Current Volume of Work with CNM not 75% Complete at time of Deadline to receive offers;
  - VII. Response to a. Residential Preference or b. Veterans Preference (must have certificate from Tax and Rev. for either preference. Resident Veteran Preference Certification must also be filled out and signed in order to apply appropriate preference
- 3) Section E: Signature of Authorized Representative
- 4) Section F: Debarment Suspension Status & non-Collusion Affidavit Form
- 5) Section G: Affidavit Form

- 6) Section H: Campaign Request form
- 7) Section I: Insurance Requirements (NOT required WITH OFFER BUT MUST BE PROVIDED prior to award of contract)
- 8) CNM's J: Confidentiality agreement
- 9) Other supporting or resource documents

**FAILURE TO SUBMIT THE DOCUMENTATION LISTED ABOVE MAY RESULT IN YOUR OFFER BEING CONSIDERED NON- RESPONSIVE**

NOTE: Proposal fee will be requested from firm or firms after interviews at the time of negotiations.

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.

**SECTION D: PROPOSAL FORMAT AND RESPONSE TO EVALUATION CRITERIA FOR RFP #P-329**

Arrange proposal response according to the evaluation criterion stated below.

**I. SPECIALIZED LANDSCAPE 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 Design Professional(s) – Landscape Architect who will or may be assigned Responsible Charge.
  - 2) The project manager(s) who will be assigned to this project.
  - 3) Each additional employee who will or may provide services under the proposed agreement including those required for Leeds certification.
- C. Provide proof of registration for the registered Design Professional(s) for Landscape Architecture and other applicable licensing.
- D. Provide a current resume for:
  - 1) All proposed sub consultants including but not limited to architects, engineers or surveyors 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, and engineers.
  - 2) Provide a current resume for all specialized services that may be contracted out under additional or reimbursable services.

**SECTION D: PROPOSAL FORMAT AND RESPONSE TO EVALUATION CRITERIA FOR RFP #P-329**

- II. CAPACITY AND CAPABILITY.....(30 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 describing the landscape design experience of individuals who may be named to project teams.
  - C. Describe in detail the landscape design process and procedures, project management procedures, quality assurance process and procedures, specific project approach (workplan/schedule) and technical support capabilities.
  - D. Describe your firm's ability to respond quickly to issues during the duration of individual projects under the term of the Agreement.
  - E. Describe how your firm will provide information that demonstrates your firm's and that of your firm's proposed sub consultants, capacity and capability to perform work of the nature and scope of the RFP project. Detail your firm's and that of your proposed subconsultants' 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 for Project #1 ATC turf removal. Discuss how your firm will coordinate or provide particular services which may not be available in house.
  - F. Identify any specialized services you feel may be required to complete performance of proposed projects and describe how your firm proposes to meet those identified needs.
  - G. Describe the techniques your firm will use to assure that scheduled dates will be met. Review recent projects to demonstrate past ability to meet project budgets and schedules.
  - H. Describe how your firm will provide a summary of concurrent work and a statement regarding ability to assign adequate staff and resources to meet project schedules.
  - I. Describe how your firm will 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 sub consultants.
  - J. Provide a written narrative outlining and completely describing your firm's commitment and guarantee for the successful completion of a project.
  - K. 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?
  - L. 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.

**SECTION D: PROPOSAL FORMAT AND RESPONSE TO EVALUATION CRITERIA FOR RFP #P-329**

**III. RECORD OF PERFORMANCE .....(30 Possible Points)**

A. Describe at least (5) projects to illustrate the Offeror's project experience, all of which must have been started in last 5 years with a with a project cost of at least \$100,000.00. Please provide the following information for each project:

- 1) Name of the project
- 2) Construction budget
- 3) Date of completion
- 4) Owner with point of contact name, title, phone number and email address
- 5) Contractor's name, address, phone number and email address

Note: CNM reserves the right to contact any of the contacts named or any other references at its sole discretion for the purpose of evaluating the RFP response.

CNM desires that the projects described include the following elements:

- a. Projects with Educational, Government Agencies, local public bodies, or other projects with private entities with similar 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 to meet the project construction budget.
  - c. Projects that include sustainability issues and require LEED for landscaping
  - d. Experience with phasing or other method to ensure that the projects causes no or limited disruption to the access and use of a facility during construction and renovation of the landscape, irrigation or other related system.
  - e. Experience working with committees and teams, including meeting schedules and deadlines for the owner.
  - f. Final cost estimates compared to actual final construction costs.
  - g. Number of change orders by each individual change that was authorized (if multiple changes were authorized into a single change order) and processed for each project providing (i) reason for each change, (ii) construction costs associated with each change order, (iii) actual average construction cost each project, and (iv) amount of time extensions granted to contractor (provide a very brief reason/description for basis of granting each time extension).
- B. Has your firm in the last 5 year or is your firm currently in any legal dispute, mediation or arbitration hearings regarding dispute resolution with an owner , contractor or any of your subcontractors, consultants etc.? If yes, provide detailed information.



**SECTION D: PROPOSAL FORMAT AND RESPONSE TO EVALUATION CRITERIA FOR RFP #P-329**

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

- A. Demonstrate through narrative, graphics or maps your firm's ability to respond quickly to on and off-site requirements for design, construction and administration of the project. Indicate previous knowledge or experience regarding the project location, and any current work or associated consultants who could enhance your firm's ability to provide timely responses or special expertise to project needs.

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

Provide a narrative and detailed list describing the amount of work that will be produced by a New Mexico and any Non-New Mexico business(es) toward the completion of the project for this RFP.  
 Show all work on a 100% basis to be performed by the entire team including all consultants and subcontractors. Include the business name, address and phone number for each.

**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 AT TIME OF DUE DATE AND TIME OF THIS RFP. This does not need to include reimbursable services. Points will be determined as follows:

Value of work not yet completed on projects that are not 75% Complete	Points to be allowed for this item.
None	5
\$ 1 to \$ 25,000	4
25,001 to 50,000	3
50,001 to 75,000	2
75,001 to 100,000	1
100,000 or more	0

**VII. RESIDENTIAL OR VETERANS RESIDENT PREFERENCE**

The following points shall apply for the applicable preference:

- A. Residential Preference .....(5 possible points)  
 Offerors wishing to receive the 5% Residential Preference must submit their valid residential certificate issued by the State of New Mexico Tax and Revenue department with their offer.
- B. Resident Veteran Preference..... (7, 8 or 10 possible points)  
 Offerors wishing to receive 7% or 8% or 10% 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 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.

**SECTION D: RESPONSE TO PROPOSAL FORMAT AND EVALUATION CRITERIA FOR RFP #P-329**

Resident Veteran Preference Certification VII B of RFP P-329

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

**Please check one box only**

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

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this 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 unaward of the procurement involved if the statements are proven to be incorrect.***

**SECTION E: SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE FOR RFP #P-329**

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 Request for Proposals, 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 bid. 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 Request for Proposals meets or exceeds all specifications, terms and conditions as described in this Request for Proposals 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 Bid 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.**

Acknowledgment of 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 \_\_\_\_\_

**SECTION F: DEBARMENT SUSPENSION STATUS FOR RFP #P-329**

**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 bid 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 \_\_\_\_\_

**SECTION G: AFFIDAVIT FORM FOR RFP #P-329**

STATE OF NEW MEXICO

COUNTY OF (\_\_\_\_\_)

I, \_\_\_\_\_, being a registered Design Professional, New Mexico Registration

No. \_\_\_\_\_, \_\_\_\_\_ (title) of \_\_\_\_\_

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

1. I have responded to the Central New Mexico Community College ("CNM") Request for Proposal for Design Professional Services.
2. In connection with responding to said Request for Proposal, I submit herewith additional information regarding my ability to perform Design Professional 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 Design Professional personnel and support personnel to properly perform the services requested by CNM in its Request for Proposal for Design Professional Services.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## **SECTION H: 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 statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

**“Prospective contractor”** means a person or business that is subject to the competitive

RFP: P-329 Professional Design Services for Landscape Architect

Advertised Friday, December 21, 2012

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sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

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

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) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**SECTION: I INSURANCE REQUIREMENTS (not required with offer-required prior to award)**

**CERTIFICATES OF INSURANCE**

The Contractor shall furnish 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 Central New Mexico Community College, Central New Mexico Community College, 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 thirty (30) 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. NMSA1978". 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 contact 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.



**Section J**  
**Confidentiality Agreement – for Design Professional and any and all staff, consultants, etc. that will have access to Confidential material under your contract with CNM**

This is an Agreement between Central New Mexico Community College (“CNM”) and [Contractor/Vendor name] (“Contractor”) concerning the confidentiality and nondisclosure of information relating to CNM, its students and employees. References in this Agreement to “CNM” mean CNM together with its students and employees.

**WITNESSETH:**

WHEREAS, Contractor has contracted with CNM to provide \_\_\_\_\_ services, as described in Request for Proposal(s) No. \_\_\_\_\_ and related documents (the “Contract”), the terms and conditions of which Contract are incorporated herein by reference; and

WHEREAS, Contractor acknowledges and recognizes that in performing the Contract it may have access to data and information contained within or about CNM’s resources and systems; and

WHEREAS, Contractor acknowledges and recognizes that in performing the Contract it may have access to sensitive and/or proprietary and/or nonpublic data and information which is or may be subject to state and/or federal laws and regulations, including but not limited to privacy laws and regulations, which must be kept confidential pursuant to those laws and/or regulations; and

WHEREAS, Contractor recognizes that CNM has a compelling need to maintain confidentiality and prohibit disclosure of data and information contained within CNM’s resources and systems, and further recognizes that its Contract with CNM places Contractor in a position of special trust and confidence with respect to data and information concerning CNM and its operations; and

WHEREAS, Contractor recognizes and acknowledges that a breach of this Agreement would cause substantial, grave and irreparable harm to CNM and its interests; and

WHEREAS, Contractor agrees to the terms and conditions set forth below.

NOW, THEREFORE, for the reasons stated above, Contractor, as a precondition to its Contract with CNM and in partial consideration thereof, agrees and covenants with CNM as follows:

1. Contractor agrees to perform services under the Contract pursuant to any and all privacy and confidentiality requirements contained in state and federal laws and regulations applicable to CNM,

as well as those state and federal laws and regulations applicable to Contractor.

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2. Contractor agrees that it will keep in strictest confidence all CNM data and information to which it may have access in performing its duties under the Contract, in computerized form or otherwise, and that neither it nor anyone operating on its behalf will disclose or use, in any manner, CNM data and information, except to the extent necessary to carry out the Scope of Work in the Contract. No other use of the data and information by Contractor is permissible.
3. Contractor agrees to indemnify and hold harmless CNM from any and all liability, injury and damages resulting or arising from any intentional or unintentional disclosure of data and/or information stored on or contained within CNM resources and systems by Contractor, its agents and representatives.
4. Contractor agrees and acknowledges that at all times during the Contract it is operating and shall operate as an independent contractor and not as an agent or employee of CNM.
5. Contractor agrees that information contained within CNM resources and systems shall be accessed, if at all, only as may be necessary to carry out the Contract. Contractor agrees to reasonably limit access to information contained within CNM resources and systems to those among its employees, officers or directors for whom disclosure is necessary to further the purpose of the Contract.
6. Contractor agrees that, upon the termination or conclusion of the Contract, it will deliver promptly to CNM all data, information, documentary and other materials relating to CNM, and any and all copies of electronic records thereof, within its custody or control or within the custody or control of its agents or representatives, that it or anyone operating on its behalf created, produced or obtained in the course of Contractor's Contract with CNM.
7. Contractor agrees that if any person or entity requests, subpoenas, or otherwise attempts to obtain any data, information or material relating to CNM within Contractor's custody or control, or within the custody or control of anyone operating on its behalf, it will notify CNM immediately and will cooperate fully in any legal action by CNM seeking protection against disclosure of such data, information or material.
8. If Contractor knows or has reason to believe that there has been an improper use or any disclosure of CNM's data or information, Contractor shall orally notify CNM as soon as practicable and shall send

written notice within five (5) business days of discovery. Such notification shall set forth in detail the known or suspected use or disclosure.

9. Contractor acknowledges and agrees that if it breaches this Agreement, CNM, in addition to terminating the Contract and taking other action available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from Contractor an amount equal to the damages caused by the breach and the revenues Contractor or anyone operating on its behalf derived from the breach, together with all costs and expenses, including attorneys' fees, incurred by CNM in taking such actions.
10. Contractor agrees that the terms of this Confidentiality Agreement will survive the expiration or termination of the Contract.
11. This Agreement and obligations hereunder shall be binding on the representatives, assigns, and successors of the Contractor and shall inure to the benefit of the assigns and successors of CNM.
12. If any of the provisions of this Agreement are not enforceable, in whole or in part, the remaining provisions set forth in this Agreement shall nonetheless remain in full force and effect.
13. This Agreement constitutes the entire understanding of the parties about the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to the Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Confidentiality Agreement to be executed by their duly authorized representatives.

**Central New Mexico Community College**

**[Contractor/Vendor Name]**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor Employees who will have access:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_