Request for Qualifications, STEP 1
RFQ No. P-369

Construction Manager at Risk Services
Technology Loop, Wellness Path & Wayfinding Project
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PART 1: GENERAL RFQ INFORMATION

STEP 1, NOTICE FOR REQUEST FOR QUALIFICATIONS
Request for Qualifications # P-369

Statements of Qualifications Deadline: September 3, 2014, 3:00 p.m. Mountain Time

Title: Construction Manager at Risk Services –Technology Loop, Wellness Path & Wayfinding Project

Deliver Responses To:
Central New Mexico Community College
Attn: Purchasing Department
525 Buena Vista Drive SE
Building ‘A’, Room A109
Albuquerque, NM 87106

This Request for Qualifications is STEP 1 of a three step procurement process for Construction Manager at Risk Services. The three steps of the entire procurement process are:

- STEP 1, Request for Qualifications
- STEP 2, Request for Proposals
- STEP 3, Interviews

Details of all three steps are discussed below.

Central New Mexico Community College (CNM) is requesting Statements of Qualifications (SOQ) from firms interested in providing Construction Manager at Risk (CMAR) Services as described and identified within this STEP 1, Request for Qualifications (RFQ). Please carefully read all instructions, specifications, terms and conditions of this RFQ. Failure to comply with the instructions, terms and/or conditions may result in the Statement of Qualifications being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks per §13-1-191 NMSA 1978.

Sealed Statements of Qualifications must be received at the above address no later than the time and date specified above. Any SOQ received after the deadline will not be accepted and will be returned unopened. It is solely the responsibility of each respondent to assure that its SOQ is delivered at the specified place and prior to the deadline for submission. Statements of Qualifications, which for any reason are not so delivered, will not be considered and will be returned unopened. All information must be entered in ink or typed and corrections must be initialed. Statements of Qualifications must be in a sealed package and must be clearly marked with the RFQ number and submission deadline (as listed above) in the lower left hand corner.

Copies of and information regarding this RFQ/RFP may be obtained at CNM’s website: http://www.cnm.edu/depts/purchasing/request-for-proposals under P-369, at CNM’s Purchasing Office, or by contacting Keith Adams at 505.224.4546 (phone) or 505.224.4548 (fax) or jadams49@cnm.edu (email).

Schedule of Events:

- STEP 1, RFQ issued (advertisement in newspaper and CNM website) ..........................August 10, 2014
- MANDATORY Pre-RFQ Conference and site visit 
  (9:00 a.m. at CNM’s Building “A”, Room A36-Old Dining Room) ..........................August 13, 2014
- STEP 1, Question submission deadline .................................................................August 20, 2014
- STEP 1, RFQ/SOQ submittal deadline (3:00 p.m. Mountain Time) .........................September 3, 2014
- CNM evaluates submittals and sends STEP 2, RFP’s to qualified firms ..................September 15, 2014
- STEP 2, MANDATORY Pre-Proposal Conference 
  (9:00 a.m. at CNM’s Building “A”, Room A36-Old Dining Room) ..........................September 19, 2014
PART 1: GENERAL RFQ INFORMATION

- STEP 2, Questions submission deadline (3:00 p.m. Mountain Time)......................September 23, 2014
- STEP 2, Proposals submittal deadline (3:00 p.m. Mountain Time)............................September 30, 2014
- CNM notifies three (3) most qualified firms for STEP 3...........................................October 6, 2014
- STEP 3, Interviews
  (8:00 a.m. thru 12:00 noon, schedule to be finalized at a later date).......................October 10, 2014
- Action by CNM Governing Board..............................................................November 11, 2014
- Post final scores on website, notify apparent awardee..........................................November 12, 2014

NOTE: CNM reserves the right to amend and/or change this schedule of RFQ/RFP activities, as it deems necessary under the circumstances.

Other information
Number of submittals required: One (1) original and five (5) copies.
FOB destination.

Statement of Qualifications, Terms and Conditions
CNM reserves the right to request clarification and modification of any Statement of Qualifications prior to the contract award being made. The purchases of any material(s) and/or service(s) awarded under this RFQ and the RFP and contract that follow are subject to the specifications and to CNM’s Standard Terms and Conditions and General Terms and Conditions attached to this RFQ as SECTIONS B and C. CNM reserves the right to accept and/or reject, at its sole discretion, any or all Statements of Qualifications, or part thereof, waive technicalities or re-advertise, when the best interest of CNM will be realized thereby.

Central New Mexico Community College
Albuquerque, New Mexico  87106
J. Keith Adams
Senior Buyer
Purchasing Department
Dated: August 10, 2014

Project Summary

CNM is seeking to select a Construction Manager at Risk for the development of two distinct projects on campus. Since both projects deal with infrastructure and site improvements, CNM would like to seek one contractor to complete both projects in hopes that combining the projects will result in some cost savings. The two projects are as follows:

Project 1: CNM Wayfinding Project at CNM Main and Montoya Campus

The Wayfinding Project is intended to create a safe campus experience for all users. This is achieved by clearly defining safe pedestrian circulation through parking areas, improving lighting along pedestrian circulation, and a creating a clear visual definition to the CNM Main and Montoya campus pedestrian experience. The safety features are designed in such a way as to reinforce a strong sense of ‘place’ on campus, improve campus landscaping, and establish clear, appealing graphics for campus, building, pedestrian and vehicular signage. Our design proposes a series of outdoor campus and community
PART 1: GENERAL RFQ INFORMATION

destinations, unique to CNM, which engage all users, while supporting a safe campus experience. The message at the front door to CNM will be one of excitement, imagination and sustainability. Additional information regarding the project can be found in EXHIBIT G CNM Wayfinding Project for Main and Montoya Narrative. Schematic design drawings can be found in Exhibit H.

Sustainable Design Approach Includes:
- Recycling of existing concrete paving for landscape retaining walls
- Offsetting electricity demand with a public utility tied photovoltaic array
- Use of high efficiency LED lighting
- Xeric and native plantings throughout project & onsite water harvesting

SCHEDULE:
January 08, 2015 - 100% Construction Documents Complete
Work on this project is to be coordinated with CNM Academic Calendar.

MACC (Montoya and Main Campus work combined): The maximum allowable construction cost for this project is $3.7 million. Since the project is just beginning, the contractor will be required to work with the architect to determine cost and life cycle analysis to create a project that enhances the campus environment.

Project Scope Overview: Main Campus
1. Bio-Swale Streetscape at University & Basehart.
2. Gateway Canopy & Plaza – steel shade canopy, hardscape plaza with precast benches, lighting and power.
5. Coal & University Monument Sign - steel structure with painted graphics, lighting & landscape.
6. Overlook & Upper Plaza – Photovoltaic shade structure, hardscape plaza, power & lighting.
7. Additional Parking Spaces – Asphalt paved parking Southwest corner of the SSC parking.
9. Supplemental Freeway and arterial signage – See additional materials in exhibit section.
10. Campus-wide wayfinding signage & graphics.
11. Civil drainage improvements as required.

Project Scope Overview: Montoya Campus
12. Campus Entry Signs – 3 steel structured signs with painted graphics & landscape
13. Pedestrian Gateway – Pedestrian path & landscape.
15. Park Connection – Pedestrian circulation path with stairs, rails & lighting.

PROJECT 2: CNM Technology Loop and Wellness Path.

In an effort to provide for the college’s future technology distribution and health needs CNM engaged a team of consultants, engineers and landscape architects to assist in the development of a new Technology Loop and Wellness Path. The contractor is expected to identify opportunities to minimize impacts to the Instructional and Operational activities.
PART 1: GENERAL RFQ INFORMATION

The technology loop system will consist of a duct bank system and a fiber optic loop. The duct bank system will consist of primary and lateral duct systems. The primary ducts will be configured in a loop configuration and the laterals duct system will intercept the primary duct system at maintenance holes and will run convey cables to each building on the campus. The duct system will utilize new and existing maintenance holes and hand holes to facilitate the distribution of a new fiber optic backbone. The fiber optic backbone system is based on a ring topology to provide improved resiliency to the campus technology distribution system. It is intended for the building serving cables to intercept and splice into the primary fiber optic ring and then run through the lateral ducts to each campus building. The fiber optic system will utilize only single mode (OS2) fiber optic cable.

The Technology Loop project has a Maximum Allowable Construction Cost (MACC) of $1,900,000.00

The wellness path has the potential for benefiting all members of the CNM community by providing easy, convenient access to a safe, attractive path that is designed to be used for recreation, fitness and wellness, as well as for improved campus connectivity. A Wellness Path Advisory Group (WPAG) was brought together to develop the requirements criteria for the wellness path. The Wellness Path is not only intended to serve the wellness needs of the CNM community, but also offer an opportunity for active learning where the path design might be worked into STEM related classes along with campus fitness and recreation offerings.

The Wellness Path itself is a new campus amenity. The composition of thematic design and fitness elements along the Wellness Path is designed to create a more beautiful campus and a convenient, healthy and fun experience. The Wellness Path has been designed for integration into CNM curriculum, and has been located to encourage use by students, faculty and staff located all over the campus. The Wellness Path will include interpretive signage, some of it generated by CNM faculty that will communicate information to users about various dimensions of wellness. Proper design and construction of wellness-related design elements will be critical to encouraging use, establishing the value of the Wellness Path, creating a durable, attractive amenity, and differentiating CNM's path from others found regionally and nationally.

The Wellness Path project has a Maximum Allowable Construction Cost (MACC) of $916,000.00.

Schedule and Other Implications:
This project has a requirement for 85% of $1,000,000.00 of the Tech Loop project budget to be expended by June 30th, 2016.

The anticipated substantial completion deadline for this project is January 2017, however, the contractor is requested to propose options for compressing the project schedule.

The contractor is expected to identify opportunities to minimize impacts to the Instructional and Operational activities.

The contractors are directed to refer to EXHIBITS I and J for more detailed information on the project and subcontractor qualifications.

Organization Profile

Overview
CNM is the largest community college in the State of New Mexico providing year round instruction. CNM has an enrollment of approximately 30,000 students in both the fall and spring semesters with approximately
PART 1: GENERAL RFQ INFORMATION

15,000 students enrolled in the summer term. The current Full Time Enrollment (FTE) is approximately 20,000 students. CNM serves its students at multiple campuses and locations: Main Campus, Joseph M. Montoya (JMMC), South Valley, Westside, Workforce Training Center (WTC), Rio Rancho and Alameda Technical Center (ATC) as well as through online distance learning and hybrid instruction. CNM offers associate degrees and certificates in a variety of subject areas.

Scope of Work

The CMAR shall actively participate as a member of the project team with CNM and the Engineers/Design Professionals beginning with design concept and constructability reviews and construction cost estimating at the completion of programming and will continue through the design, construction, commissioning, closeout and warranty phases of the project. The purpose of these pre-construction, construction, commissioning, closeout and warranty responsibilities is to provide the expertise necessary to ensure that the program objectives are realized, the project budget and schedule are met, the facility is fully operational when occupied, and defects detected during the Warranty Period are addressed.

The CMAR shall provide pre-construction services, including, but not limited to attending and participating in design meetings with CNM and the Design Professionals; attending and participating in meetings and charrettes with CNM and the Design Professionals; identifying safe work practices and requirements for construction; assessing and recommending site logistics requirements; recommending phasing and sequencing of the work; construction scheduling; cost estimating; assessing alternative construction methods and products for Value Engineering and life cycle cost considerations; and, participating in CNM’s phased design and construction document reviews utilizing BIM and REVIT technology.

The CMAR shall propose a Guaranteed Maximum Price, which shall be the sum of estimated cost of the Work, its Preconstruction Fee and its proposal for Specified General Conditions and Construction Manager’s fee. The CMAR shall indicate the percentage of the Guaranteed Maximum Price that it will perform with its own work forces.

The CMAR, in cooperation with CNM and the Design Professionals, shall seek to develop subcontractor interest in the project, conduct pre-bid or pre-proposal meetings, advise CNM and the Design Professionals about bidding or proposals, evaluate submissions by responsible bidders and offerors, and enter into subcontracts for the execution of the Work.

The CMAR shall manage and superintend the Work.

The CMAR will cooperate with the Owner’s Commissioning Agent, providing manpower and technical assistance as required to ensure that the facility systems are commissioned and in full operation at substantial completion.

The CMAR shall complete all punchlist work and project documentation and expeditiously address any issues that arise during the Warranty period.

This is a construction manager at risk project, pursuant the Educational Facility Construction Manager at Risk Act (§13-1-124.1 through 13-1-124.5 NMSA 1978).
PART 1: GENERAL RFQ INFORMATION

The Proximate Maximum Allowable Construction Cost (MACC) for the CNM Wayfinding Project for Main and Montoya is $3,700,000.00.

The Maximum Allowable Construction Cost (MACC) for the CNM Technology Loop and Wellness Path is $2,816,000.00.
PART 1: GENERAL RFQ INFORMATION

GENERAL RFQ INFORMATION

This section of the RFQ specifies general requirements and outlines and describes the major events of the selection process. Listed below, as well, are the key action dates/times for this RFQ. If CNM finds it necessary to change any of the dates as indicated below, an addendum to the RFQ will be posted on CNM’s Purchasing website under RFP # P-369. The website address is: http://www.cnm.edu/depts/purchasing/request-for-proposals. CNM will make the attempt to send to all prospective proposers via fax or email all addenda/amendments, however it shall be the responsibility of all potential respondents to monitor CNM’s Purchasing website for any addenda/amendment or other information regarding this RFQ/RFP.

A “Master Definition List Where Construction Manager at Risk is the Delivery Method” is posted under EXHIBIT K on CNM’s Purchasing website, under RFP # P-369. Please consult this EXHIBIT K regarding definition of various terms used in this procurement.

Purpose of this RFQ
CNM is requesting Statements of Qualifications (SOQ’s) from firms interested in providing Construction Manager at Risk (CMAR) Services based on the scope of work described above. It is issued pursuant to, and all proposals submitted in response hereto shall be subject to the Educational Facility Construction Manager at Risk Act, New Mexico Procurement Code, §13-1-124.1 through 13-1-124.5 NMSA 1978. By submitting a proposal, all potential proposers acknowledge that they have read, understand and accept the requirements of this RFQ.

This RFQ is designed to provide interested firms with sufficient basic information to submit statements of qualifications meeting minimum requirements, but is not intended to limit a firm’s content or exclude any relevant or essential data.

Standard Terms and Conditions and General Requirements
CNM requires that all proposers agree to be bound by the terms of SECTION B: “Request for Qualifications (RFQ) Standard Terms and Conditions” and SECTION C: “CNM General Terms and Conditions”.

Procurement Management
- Procurement Manager - CNM has designated a procurement manager who is responsible for the conduct of this procurement and whose name and contact information is listed in the below “Inquiries” section.

- Deliveries - All deliveries should be addressed as follows:
  Central New Mexico Community College
  Purchasing Department – Building ‘A’, Room A109
  525 Buena Vista Drive SE
  Albuquerque, NM 87106

- Inquiries - Any inquiries or requests regarding this proposal and/or procurement should be submitted in WRITING in the following manner. Interested firms may contact ONLY the procurement manager regarding this RFQ and/or procurement. Other CNM employees do not have the authority to respond on behalf of CNM.

  J. Keith Adams
  Senior Buyer
  Central New Mexico Community College
  Purchasing Department
  525 Buena Vista Drive SE
  Albuquerque, NM 87106
  Jadams49@cnm.edu
  505.224.4546 office
  505.224.4548 fax
PART 2: CONDITIONS GOVERNING THE PROPOSAL

Schedule of Events:

- **STEP 1**, RFQ issued (advertisement in newspaper and CNM website) .................................August 10, 2014
- **MANDATORY** Pre-RFQ Conference and site visit
  (9:00 a.m. at CNM’s Building “A”, Room A36-Old Dining Room).................................August 13, 2014
- **STEP 1**, Question submission deadline .................................................................August 20, 2014
- **STEP 1**, RFQ/SOQ submittal deadline (3:00 p.m. Mountain Time)............................September 3, 2014
- CNM evaluates submittals and sends **STEP 2**, RFP’s to qualified firms...................September 15, 2014
- **STEP 2**, **MANDATORY** Pre-Proposal Conference
  (9:00 a.m. at CNM’s Building “A”, Room A36-Old Dining Room)..............................September 19, 2014
- **STEP 2**, Questions submission deadline (3:00 p.m. Mountain Time)..........................September 23, 2014
- **STEP 2**, Proposals submittal deadline (3:00 p.m. Mountain Time).........................September 30, 2014
- CNM notifies three (3) most qualified firms for **STEP 3**........................................October 6, 2014
- **STEP 3**, Interviews
  (8:00 a.m. thru 12:00 noon, schedule to be finalized at a later date).......................October 10, 2014
- Action by CNM Governing Board................................................................................November 11, 2014
- Post final scores on website, notify apparent awardee..............................................November 12, 2014

**NOTE**: CNM reserves the right to amend and/or change this schedule of RFP activities as it deems necessary under the circumstances.

Explanation of Events

The following paragraphs describe the activities for all three Steps of this procurement as listed in the sequence of events shown above.

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

- **STEP 1**, **MANDATORY** Pre-RFQ Conference. Interested firms are required to attend the MANDATORY Pre-RFQ conference and site visit. This will be the only opportunity offerors will have to visit the site and speak with CNM regarding this RFQ. Offerors who do not attend this MANDATORY meeting and sign the sign-in sheet will not be able to submit a response to this RFQ.

- **STEP 1**, Questions/Clarifications - Between the time of issuance of the RFQ and the question submission deadline, interested firms are encouraged to send an email to the Procurement Manager concerning any questions they might have about this RFQ, the scope of the project or the schedule for the RFQ.

- **STEP 1**, RFQ Amendments - Should any amendment to this RFQ be deemed necessary between issuance of the RFQ and the proposal submission deadline, it will be posted to CNM’s Purchasing website as indicated above. CNM will make the attempt to send to all prospective proposers via fax or email all addenda/amendments, however it shall be the responsibility of all potential respondents to monitor CNM’s Purchasing website for any addenda/amendment or other information regarding this RFQ/RFP.
PART 2: CONDITIONS GOVERNING THE PROPOSAL

If an amendment requires a time extension, the proposal submission date will be changed as part of a written amendment.

- **STEP 1, SOQ Submissions** - Statements of Qualifications received after the Submission Deadline are non-responsive. SOQ’s will be reviewed for completeness and compliance with requirements by the Purchasing Office and the Selection Committee. If any SOQ submitted is deemed non-responsible or non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that determination per NSMA 13-1-172 through 13-1-176.

- **STEP 1, SOQ Evaluation** - The Selection Committee will review each offeror’s submission. The Selection Committee will identify the qualified offerors who will be sent a STEP 2, Request for Proposal for CMAR Fee and Specified General Conditions.

- **STEP 2, Request for Proposals (RFP)** – Firms asked to submit Proposals shall submit two proposal numbers on a proposal form provided in the RFP. The first number shall be the Construction Manager at Risk (CMAR) Fee and the second shall be for Specified General Conditions. The terms Construction Manager at Risk (CMAR) Fee and Specified General Conditions will be specifically defined in the Request for Proposals to be provided to those offerors who are deemed qualified.

- **STEP 2, MANDATORY Pre-Proposal Conference** – Interested firms are required to attend the MANDATORY Pre-Proposal conference and site visit. This will be the only opportunity offerors will have to visit the site and speak with CNM regarding this RFP. Offerors who do not attend this MANDATORY meeting and sign the sign-in sheet will not be able to submit a response to this RFP.

- **STEP 2, Questions/Clarifications** - Between the time of issuance of the RFP and the question submission deadline, interested firms are encouraged to send an email to the Procurement Manager concerning any questions they might have about the RFP, the scope of the project or the schedule for the RFP.

- **STEP 2, Proposal Submissions** - Proposals received after the Submission Deadline will be deemed non-responsive. Proposals will be reviewed for completeness and compliance with requirements by the Purchasing Office and the Selection Committee. If any Proposal submitted is deemed non-responsible or non-responsive, the Proposer will be notified in writing of such determination and the method of protesting that determination per NSMA 13-1-172 through 13-1-176.

- **STEP 2, Determination of Most Qualified Firms**. After evaluating the Statements of Qualifications received in response to this RFP, and after receiving and scoring the Proposals for CMAR Fee and Specified General Conditions, the Selection Committee will invite up to three of the highest ranking Offerors for STEP 3, Interviews.

- **STEP 3, Interviews with Finalists** - For those proposals selected for interview, notices to finalists will include the interview date and time, location where the interviews will be held and will provide the short-listed firms with a list of questions to be addressed by the firms during the interviews. Interviews will be approximately one hour in duration and will be held at the CNM Campus.

- **STEP 3, Final Selection** - The Selection Committee will recommend the firm it believes is most qualified based solely upon its review of the statements of qualifications, proposals and the presentations and responses to the questions posed to the firms in the interview. CNM’s Governing Board will make the final selection.

- **Notice of Selection**. The most qualified firm will be notified and sent a Request for Proposal for Preconstruction Services.

- **Contract Negotiations** - CNM and the most qualified firm will begin contract negotiations as soon as possible after notice of selection. The CNM Contract for Construction Manager at Risk and General Conditions will be included in the Request for Proposals. If CNM is unable to negotiate a contract with the most qualified firm that it believes, in its
sole discretion, is fair and reasonable, it will terminate negotiations with that firm and begin negotiations with the next ranked firm based on the CNM Governing Board’s final ranking.

- **Notice of Award** - The Procurement Manager will notify finalists in writing of the final award within fifteen (15) calendar days of the award in accordance with NMSA 13-1-124.4.

**Proposal Guarantee**: Firms that are selected to submit a proposal for CMAR Fee and Specified General Conditions shall provide a verification of the Maximum Allowable Construction Cost and furnish a Request for Proposal Bond in the amount of five (5%) percent of the MACC.

**Insurance Coverage**: The Proposer shall submit evidence of current insurance to cover the following required coverages. Proposers must submit with the SOQ a Certificate of Insurance showing current coverage equal to or greater than what is required in this RFQ.

**Workers’ Compensation and Employer’s Liability Insurance** – In accordance with applicable laws the minimum amount should be the amount required by New Mexico law, but no less than $500,000.

**Commercial General Bodily Injury and Property Damage Liability** – Including automobile (owned, non-owned, and hired) of not less than $1,000,000 for each occurrence and in the aggregate of $2,000,000.

**Contractual and Proposer’s Protective Liability Insurance** – Covering bodily injury to or death of persons and /or loss of or damage to property, in a combined single limit of $1,000,000 for any one accident and in the aggregate of $2,000,000.

**Commercial Auto Liability** – The Proposer will maintain vehicle liability insurance coverage for automobile (owned, non-owned, and hired) in an amount not less than $1,000,000.00 combined single limit liability for bodily injury, including death, and property damage in any one occurrence.

Each contract of insurance required shall remain in effect for the entire term of the contract clauses to the effect that the same may not be reduced or canceled on less than forty-five (45) days prior written notice to CNM. Commercial General Liability and Auto liability policies required hereunder shall name CNM as additional insured. Coverage shall be primary. All insurance required under this section shall be with companies acceptable to CNM. Stated minimums shall not be interpreted as limiting the Proposer’s insurance coverage.

**Payment and Performance Bond**: The selected firm shall submit Payment and Performance Bonds for the full amount of the cost of construction prior to issuance of a Notice to Proceed with construction.

**Licensing Requirement**: Each Proposer must have a current and active New Mexico business license, licensing required by Construction Industries Division to perform the type of work undertaken, and an active registration with the New Mexico Department of Workforce Solutions.

**Contract Compliance Monitoring**: The CNM Purchasing Department shall monitor the successful proposer’s compliance with, and performance under, the terms and conditions of the contract resulting from this procurement. The successful proposer shall make available for inspection and/or copying by CNM, within 24 hours of a written request therefore, all records and accounts relating to the work performed or the services provided in this project.

**Cost Segregation**: The selected contractor shall identify and provide receipts for tangible personal property as defined by New Mexico Statute that is incorporated into the construction of the Technology Loop, Wellness Path & Wayfinding Project so that gross receipts for the identified equipment can be deducted from Gross Receipts paid by CNM.
Utility Rebates: The selected contractor shall provide data necessary for CNM to apply for and obtain Utility Rebates.

Personnel Conduct/Compliance: Any personnel executing services under this project while on the CNM premises will conduct themselves in an acceptable, appropriate manner, and comply with all conduct and compliance policies and procedures of CNM. CNM reserves the right to request immediate removal of any personnel it deems, in its sole discretion, to be exhibiting inappropriate behavior not in compliance with CNM policies and procedures.
PART 3: RESPONSE FORMAT AND ORGANIZATION

Number of Responses
Only one Statement of Qualifications (SOQ) may be submitted by each individual entity in response to this RFQ.

Number of Copies
Proposers shall provide one original and five (5) copies.

SOQ Format
SOQs shall be typewritten on standard 8½ x 11 paper, double sided printing is acceptable and encouraged (larger paper is permissible for charts, spreadsheets, etc.), and placed within a binder with tabs delineating each section. The suggested length of the SOQ is twenty (20) pages (printed sheet pages) of text and graphic material. Be as succinct as possible and keep the response focused on the project itself. CNM is not interested in receiving marketing materials or marketing information. Material excluded from the suggested twenty (20) page count shall include and shall be limited to:

- Front cover
- Transmittal Letter
- Table of Contents
- Divider pages
- Attachments
- Appendices
- Back Cover

LIST OF REQUIRED SECTIONS/ATTACHMENTS/EXHIBITS

- Letter of Transmittal.
- SECTION E, Signature of Firm’s Authorized Representative. All amendments/addenda to this STEP 1 RFQ/RFP must be acknowledged on this form.
- SECTION F, Debarment/Suspension Status, Non-Collusion Affidavit and Conflict of Interest Form.
- EXHIBIT B, Campaign Contribution Disclosure Form.
- EXHIBIT D, Current Active Projects.
- EXHIBIT E, Surety Declaration.
- EXHIBIT F, Proof of Insurance.

FAILURE TO PROVIDE (OR INCOMPLETE PROVISION OF) THESE REQUIRED DOCUMENTS SHALL RENDER THE RESPONSE NON-RESPONSIVE AND THE RESPONSE SHALL NOT BE CONSIDERED FOR AWARD.

SOQ Organization
SOQs shall be organized in a manner that will enable the CMAR Selection Committee to quickly access pertinent information. Sections should be provided that include:

1. Letter of Transmittal. See instructions for information to be included in the Letter of Transmittal in EXHIBIT C.

2. The Proposer’s response to the Requirements of the Statement of Qualifications addressed in the order in which they appear in Part 4 of this Request for Qualifications.

3. EXHIBIT D – Current Active Projects; SECTION E – Signature of Firm’s Authorized Representative; EXHIBIT E – Surety Declaration; EXHIBIT F - Proof of Insurance; and, SECTION G - Valid New Mexico Resident Contractor or New Mexico Resident Veteran Contractor Certificate.
4. SECTION F - Debarment/Suspension Status, Non Collusion Affidavit and Conflict of Interest Form; and EXHIBIT B – Campaign Disclosure Form thoroughly completed, signed and certified as required.

5. EXHIBIT A – CNM’s Confidentiality Agreement may be signed now or later, but it must be signed prior to the execution of the CMAR contract.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Statement of Qualifications Submission

1. All copies of the SOQ submittal and any other documents required to be part of the submittal will be enclosed in a sealed opaque envelope. The envelope will be identified with the project name and the proposer’s name and address. If the SOQ is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation “SOQ ENCLOSED” on the face thereof. The envelope shall be addressed to the Purchasing Department of Central New Mexico Community College (address noted in above section).

2. The following information shall be provided on the front lower left corner of the envelope, including on any carrier’s (FedEx, UPS, etc.) envelopes, if possible:
   a) Project Title
   b) RFP/RFQ number
   c) Submission Due Date

3. SOQ submittals will be deposited at the designated location prior to the time and date for receipt of SOQ indicated in the Request for Qualifications, or any extension thereof made by addendum. SOQs received after the time and date for receipt of SOQs will be returned unopened. The proposer shall assume full responsibility for timely delivery of SOQs to CNM’s Purchasing Department, including those SOQs submitted by mail. Late delivery by the U.S. Postal Service or any commercial carrier will not be an excuse for late delivery of the proposal.

4. Oral, telephonic, telegraphic, emailed or faxed proposals are invalid and will not be considered.

5. Receipt of SOQs: CNM will date and time-stamp SOQs when they are received. A public log will be kept of the names and submittal times of all SOQs. SOQs received after the deadline will be deemed non-responsive and will be returned unopened to the proposer.

6. Confidentiality of SOQs: SOQs will not be opened publicly and shall not be open to public inspection until after a proposer has been selected for award of the contract, unless otherwise required by law. A proposer may request, in writing, non-disclosure of confidential data by marking “CONFIDENTIAL” in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Pursuant to the New Mexico Inspection of Public Records Act, §14-2 NMSA 1978, CNM must allow public inspection of all records unless otherwise exempted from inspection by that Act. CNM shall make its own determination as to whether information marked confidential is subject to public inspection.

7. Non-Conforming SOQs: SOQs will be reviewed for completeness, format, and compliance with the requirements of the RFQ. If any SOQ is deemed non-responsive by the selection committee, the proposer will be notified in writing of such determination.
Evaluation Factors

STEP 1, Statements of Qualifications will be evaluated by the selection committee based on the evaluation factors listed below. Each prospective proposer must address all elements required by this RFQ. Proposers are hereby informed that in making evaluations and determinations, CNM is not restricted to the minimum information required for SOQs and that any relevant information regarding the evaluation criteria from reliable sources may be considered.

CNM may also require additional relevant information related to the proposer’s past performance or present capability to perform this contract.

Transmittal Letter: Offerors shall submit a Letter of Interest signed by a Principal of the firm. The transmittal letter shall be no more than two (2) pages long, and contain the information requested in EXHIBIT C.

Past Performance of the Offeror in completing CMAR projects or projects with a Guaranteed Maximum Price (10 points). What has been the experience of your firm in completing CMAR projects or projects with a Guaranteed Maximum Price? Provide a list of five completed projects that include infrastructure and site improvements similar to the scope noted. For each project listed provide the duration of construction, the final cost, a description of the pre-construction services performed by your firm, a reference who is familiar with your firm’s performance in completing the project and note if any of the personnel presented in your project team for the Technology Loop, Wellness Path & Wayfinding Project participated as members of the project team for the listed project.

Past Performance in completing projects similar to the Technology Loop, Wellness Path & Wayfinding Project (5 points). What has been the experience of your firm in completing projects of a similar size and type to the Technology Loop, Wellness Path & Wayfinding Project? CNM is seeking projects that are focused on infrastructure and site improvements at a dollar amount of one million dollars or greater. For each project listed provide the duration of construction, the final cost, a reference who is familiar with your firm’s performance in completing the project and note if any of the personnel presented in your project team for the Technology Loop, Wellness Path & Wayfinding Project participated as members of the project team for the listed project.

Presentation of the Project Team (10 points). Describe the organization that you feel is appropriate for handling two distinct projects and two distinct design professionals during the Preconstruction, Procurement, Construction, Closeout and Warranty phases. Identify the personnel or consultants that will serve in those roles and provide the qualifications, experience and hourly rate (for Preconstruction Services) for each.

Concept of the Proposal (12 points). Discuss the major challenges you envision the Project Team will encounter in completing the work for the both Wayfinding and Technology/Wellness Loop projects. How would your firm address those challenges? In addition, provide your firm’s plan to address the following contractual responsibilities of the CMAR:
1.) Preconstruction Services, including estimating, scheduling, constructability reviews, logistics planning and value engineering for the two projects;
2.) Procurement Management including developing subcontractor interest, conducting pre-bid or pre-proposal meetings, pre-qualifying subcontractors and suppliers, receiving and evaluating bids and proposals, and entering into contracts;
3.) Construction Management Services including services to ensure a quality product is delivered on time and within budget;
4.) Safety and Site Management including the services to be rendered and plans to be developed in connection with student, faculty and worker safety, hazardous material control, fire protection, emergency medical response and site security;
5.) Commissioning, start-up services and follow through to ensure that all building systems are in full operation at substantial completion; and,
6.) Project Closeout Services to ensure that as-built documentation is accurate, maintenance and operation manuals are complete, warranty and guarantees are provided and CNM personnel are trained in the maintenance and operation of the facility.
7.) Warranty Services to ensure that problems or issues identified and transmitted to the CMAR for resolution during the Warranty Period by the CNM Facilities Staff are resolved expeditiously.
8.) Cost Segregation to ensure that all tangible personal property incorporated into the project is identified and receipts for same are provided so that gross receipts for the identified equipment can be deducted from Gross Receipts paid by CNM.
9.) Provision of information required for CNM to apply for and receive utility rebates to which it might be entitled.

**Ability of the Offeror to meet time and budget requirements (3 points).** Provide the following additional information for each of the five projects listed in your firm’s response to the question above entitled: **Past Performance of the Offeror in completing CMAR projects of projects with a Guaranteed Maximum Price.**

1.) Owner’s original construction estimate;
2.) Original guaranteed maximum price;
3.) Final Contract Cost;
4.) Original completion date; and,
5.) Actual date of Substantial Completion.

**Offeror’s experience and utilization of subcontractors and material suppliers in New Mexico (5 points).** Demonstrate your firm’s experience in successfully completing construction projects in New Mexico. Indicate your firm’s familiarity with the local labor market and capability in developing viable pricing alternatives working with subcontractors and suppliers owned and operated by New Mexico residents.

**Recent, current and projected workloads (5 points).** What has been your firm’s annual volume (in dollars) of construction for the past five years? What is your firm’s anticipated volume for the current year and what is your plan for the next two years? How would your firm’s participation in the Technology Loop, Wellness Path & Wayfinding Project affect that plan?

**Maximum Score for STEP 1, Statement of Qualifications: 50 points**

*(plus any validated New Mexico Resident or Resident Veteran preference points)*

**STEP 2, Request for Proposals**
The Selection Committee will review each responsive Statement of Qualification received. The Selection Committee will identify the qualified offerors who will be sent a **STEP 2, Request for Proposal for CMAR Fee and Specified General Conditions.**

Firms asked to submit Proposals shall submit two proposal separate numbers on a proposal form provided in the RFP. The first number shall be the Construction Manager at Risk Fee and the second shall be for Specified General Conditions. The terms Construction Manager at Risk Fee and Specified General Conditions will be specifically defined in the Request for Proposals to be provided to those offerors who are deemed qualified. Offerors will state the Contractor’s Fee as a percentage and multiply it by the estimated cost of the Work stated on the Proposal Form to determine a single lump sum number for the dollar amount for Construction Manager at Risk Fee. The dollar amount of the Construction Manager at Risk Fee will be added to the proposed amount for Specified General Conditions Work to determine the Offeror’s Total Proposal.

Total Proposals will be evaluated as follows:
PART 4: SOQ EVALUATION AND SELECTION PROCESS

(Low Conforming Proposal / Proposal Being Considered) x 25 = Point value for the Proposal Being considered.

Maximum score for STEP 2, Request for Proposals: 25 points
(plus any validated New Mexico Resident or Resident Veteran preference points)

Selection Process
CNM’s Purchasing Department will review all STEP 1, SOQs received in response to this solicitation for conformance with the requirements of 13-1-83 and 13-1-85 NMSA 1978. The Selection Committee will reject the proposal of any proposer who is not a responsible proposer or fails to submit a responsive proposal as defined in 13-1-83 and 13-1-85 NMSA 1978.

Each member of the Selection Committee will review and independently score each SOQ submitted utilizing the evaluation factors listed above.

Each member of the Selection Committee will then add the scores from the STEP 2, Proposals to the scores from the review of the STEP 1, SOQs to develop a total score for each firm.

New Mexico Resident Contractor or New Mexico Resident Veteran Contractor Preference. Offerors submitting a valid New Mexico Resident Contractor or New Mexico Resident Veteran Contractor Certificate issued by the New Mexico Taxation and Revenue Department will be given additional percentage(s) of the total possible evaluation points added to their scores, as determined by statute.

Each Selection Committee Member’s scores will be translated into a numeric ranking. The proposal evaluated by each member with the highest score on a basis of 75 points (plus points for New Mexico Resident or New Mexico Resident Veteran Contractor preference) will be ranked number one, the proposal evaluated by each member with the second highest score on the basis of 75 points (plus points for New Mexico Resident or New Mexico Resident Veteran Contractor Preference) will be ranked number two and so on.

The numerical rankings from each member will be tabulated, totaled and the ranking of each firm review of proposals determined. For example:

<table>
<thead>
<tr>
<th>Firm A</th>
<th>Firm B</th>
<th>Firm C</th>
<th>Firm D</th>
<th>Firm E</th>
<th>Firm F</th>
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<tbody>
<tr>
<td>Member X:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>Member Y:</td>
<td>2</td>
<td>1</td>
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<td>5</td>
<td>3</td>
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<tr>
<td>Member Z:</td>
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<td>Total:</td>
<td>4</td>
<td>5</td>
<td>11</td>
<td>12</td>
<td>14</td>
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</tbody>
</table>

Proposal Ranking: 1 2 3 4 5 6

The Selection Committee will review the results of the scoring from its review of the STEP 1, SOQs and STEP 2 Proposals and determine a “short list” of up to three firms to be invited to participate in the STEP 3, Interviews.

STEP 3, Interviews
The Selection Committee will invite the short listed firms to the STEP 3, Interviews. The short listed firms will be given a list of prepared questions to be addressed during the Interview. During the Interview there may be additional follow-up questions.

Scoring for the Interviews will be based upon responses to the questions sent to the short listed firms by email and responses to any follow-up questions that may arise during the interview.
During or after the Interview, each member of the Selection Committee will individually score each short listed firm’s presentation in the Interview together with its responses to the questions posed by the Committee.

Each Committee member’s point totals will be translated into a numeric ranking of the interviewed firms and the rankings from all members of the Selection Committee will be totaled.

**Maximum Score for the STEP 3, Interviews: 25 points**
*(plus any validated New Mexico Resident or Resident Veteran preference points)*

**Final Ranking:**
Rankings from the evaluation of the STEP 1, SOQs, is weighted at 50%. STEP 2, Proposals, is weighted 25%. STEP 3, Interviews, is also weighted 25%. All STEPS are used to determine the final ranking.

The final ranking of the short listed firms will be provided to the CNM Governing Board for review and approval of the apparent awardee.

**Final Selection:**
The highest ranked firm will be sent a Request for Proposal for Preconstruction Services. If CNM is successful in negotiating an agreement for Preconstruction Services with the highest ranked firm that CNM believes is fair and reasonable, a Contract for Construction Manager at Risk Services will be awarded to that firm. The Contract for Construction Manager at Risk Services shall include the CMAR Fee and Specified General Conditions as bid by the selected firm. If CNM and the highest ranked firm are unable to reach an agreement, negotiations with that firm will be terminated and CNM will open negotiations with the second highest ranked firm, and so on.
SECTION B: RFQ STANDARD PROPOSAL TERMS AND CONDITIONS

1. ACCEPTANCE. Services – Right to reject; specifications. All services furnished will be subject to inspection and testing by buyer and buyer’s agents. Any services found by buyer in its sole discretion to be not in accordance with the specifications, drawings, plans, instructions, performance criteria, samples or other description furnished or adopted by buyer for the order or otherwise not in conformance with the terms of the order shall be subject to rejection, return and back charge as appropriate. Buyer’s payment of all or any part of the purchase price prior to such inspection, testing and non-acceptance of the services involved shall not constitute a waiver of any of buyer’s rights hereunder.

2. ACKNOWLEDGMENT OF AMENDMENT / ADDENDUM. Vendors shall acknowledge receipt of any amendments/addenda to this Request for Qualifications (RFQ) by identifying the amendment/addendum number and date in the space provided on the form labeled “Signature of Firm’s Authorized Representative”.

3. ADDRESSES FOR NOTICES.
   a. Copies of Addenda/Amendments will be made available for inspection wherever Request for Qualifications are on file for that purpose.
   b. No Addenda/Amendment may be issued later than five (5) days prior to the date for receipt of Statements of Qualifications, except an Addendum withdrawing the Request for Qualifications or one which provides notice of postponement of the date or time for receipt of Statements of Qualifications.
   c. Any notice required to be given or which may be given under this Request for Qualifications or the resultant Contract shall be in writing and delivered in person or via first class mail to Central New Mexico Community College, Purchasing Department, 525 Buena Vista SE, Albuquerque, NM 87106.

4. ATTORNEY'S FEES. If any action resulting from this RFQ 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.

5. 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.

6. AWARD OF PROPOSALS. See Part 4 of the Request for Qualifications for a description of the process for award of the Contract for Construction Manager at Risk.

7. 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.

8. CNM’S RESPONSIBILITIES. CNM shall designate a Representative to act on its behalf as Project Manager for the project. The Representative shall have limited authority to give general direction to the Construction Manager at Risk, answer questions, to approve pay applications, and initiate the change order process. CNM’s Purchasing Director or the Director’s designee shall administer the resultant contract and shall have the authority to 1) modify or interpret the Contract, 2) to authorize the Construction Manager at Risk to perform additional services or 3) to approve change orders, all of which are decisions which are reserved to be made by CNM’s Purchasing Director. No action, representation, or conduct by any CNM’s Representative shall relieve the Construction Manager at Risk of its responsibilities to carry out its duties and obligations under the resultant agreement.

9. CNM’S RIGHTS TO ACCEPT/REJECT STATEMENTS OF QUALIFICATIONS. CNM reserves the right to accept and/or reject, at its sole discretion, any or all Statements of Qualifications (SOQ) or parts thereof, to waive technicalities, or to re-advertise the project, when the best interests of CNM will be realized thereby.

10. CANCELLATION. CNM reserves the right to cancel without penalty this Request for Qualifications (RFQ), the Request for Proposal (RFP) that follows, and the resultant Contract for Construction Manager at Risk or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of CNM.

11. CHANGE IN CONTRACTOR REPRESENTATIVES. CNM reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of CNM, meeting its needs adequately.

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

13. COPIES OF REQUEST FOR QUALIFICATIONS.
   a. A complete set of the Request for Qualifications and all Exhibits may be obtained from the CNM Purchasing Department located on the Main Campus at 525 Buena Vista SE, Building “A”, Room #A109, Albuquerque, New Mexico 87106.
b. A complete set of the Request for Qualifications shall be used by the Offeror in preparing and submitting Statements of Qualifications; CNM assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Qualifications.

c. CNM in making copies of Request for Qualifications available on the above terms, does so only for the Purpose of obtaining statements of qualifications on the Project and does not confer a license or grant for any other use.

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

14. CONFIDENTIALITY. Any information provided to or developed by the Vendor 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 Vendor without prior written approval of CNM.

15. CONSTRUCTION RECORD DRAWINGS. The successful Vendor will be required to provide CNM, upon completion of the work, three (3) sets of record drawing(s) showing any changes from the contract drawings (especially electrical, plumbing, utility lines, etc.) added or affected by the work the Vendor has performed, unless provisions for pre-approval of drawings is contained elsewhere in this Request for Qualifications (RFQ). All computer software drawings shall become property of CNM.

16. CONTRACT. CNM’s purchase order shall be considered the binding agreement/contract. In the event of any inconsistent or incompatible provisions, the purchase order (excluding Vendor’s response to this RFQ) shall take precedence, followed by the provisions of the Request for Qualifications, and then lastly, the terms of the Vendor’s response to this RFQ.

17. CORRECTION OR WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS.

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 notification to the location designated in the Request for Qualifications as the place where Statements of Qualifications are to be received.

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

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

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

19. VENDOR SCHEDULE REQUIRED. Not applicable to this Request for Qualifications.

20. DELIVERY DELAYS. If after award the Vendor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule, the Vendor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the vendor of his/her contractual obligations. However, failure to notify CNM promptly will be a basis for determining vendor responsibility in an otherwise excusable delay.

21. DISCREPANCIES. Should any interested vendor find discrepancies in any part of the listed specifications or the terms and conditions, or find any part of the listed specification or the terms and conditions to be incomplete or otherwise questionable in any respect, such vendor shall immediately call such matters to the attention of the Buyer, in writing, prior to the established opening date.

22. EMPLOYEE CERTIFICATION. The vendor and all vendor’s employees utilized on the work to be performed under this Request for Qualifications must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Request for Qualifications. The Vendor shall use only fully qualified and approved service technicians to perform inspections, service and or repairs under this Request for Qualifications. The Vendor shall acquire and retain all pertinent wage rates and shall make them available to CNM.

23. EMPLOYMENT OF CONSULTANTS AND SUBCONTRACTORS.

a. Offeror agrees to employ competent and New Mexico licensed and registered consultants, subcontractors and other professionals for the project, as might be necessary for the proper construction/demolition of the project. Offeror represents that the performance of any consultant or subcontractor assigned by Offeror to work on the project shall be in accordance with sound professional standards, and the requirements of the resultant contract.

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

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

d. All sub-contractors must be registered with the Labor and Industrial Division of the New Mexico Department of Labor (DOL).
SECTION B: RFQ STANDARD PROPOSAL TERMS AND CONDITIONS


a. This Proposal along with its attachments will be considered to be part of the resultant price agreement with purchase order and other contract documents to be incorporated by reference.

25. ERRORS. CNM is not liable for any errors or misinterpretations made by the vendor responding to this Request for Qualifications. No advantage shall be taken by Vendors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Vendor’s proposal may, at the sole discretion of CNM, be cause for disqualification. Each vendor is responsible for ensuring that all information provided in its proposal is accurate and complete in its entirety.

26. EVALUATION AND SELECTION PROCESS. See Part 4 of the Request for Qualifications where the three-step Construction Manager at Risk Evaluation and Selection Process is described.

27. EXCLUSIVE RIGHTS. Under no circumstances shall this Agreement be construed or deemed to be a contract whereby CNM grants Vendor exclusive right to furnish CNM its needs or requirements for services described herein.

28. FINANCIAL STATEMENTS. If requested, all bidders may be required to submit their most recent Income Statement, Balance Sheet, and Statement of Cash Flows.

29. FORCE MAJEURE. Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.

30. GENERAL TERMS AND CONDITIONS. CNM’s General Terms and Conditions are an equal and integral part of this Request for Qualifications.

31. GOVERNING LAW. This Request for Qualifications and all resultant price agreements shall be interpreted and governed by the Laws of the State of New Mexico.

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

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

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

33. INSURANCE AND BONDING REQUIREMENTS. See Part 2 of this Request for Qualifications for the insurance and bonding requirements.

34. INTERPRETATIONS.

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

b. All questions about the meaning or intent of the Request for Qualifications shall be submitted in writing to the attention of the Buyer for this procurement. Replies will be issued by Addenda that will be posted on CNM’s website: http://www.cnm.edu/depts/purchasing/request-for-statements-of-qualifications. It is all Vendors’ responsibility to monitor this website for amendments/addenda to the RFQ. Questions received after the deadline for questions stated in the Schedule of Events in the Request for Qualifications may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

35. RFQ TERMS PART OF CONTRACT. This Request for Qualifications along with its attachments will be considered to be part of the resultant price agreement and purchase order and is to be incorporated by reference.
SECTION B: RFQ STANDARD PROPOSAL TERMS AND CONDITIONS

36. LATE SUBMISSIONS. Late submissions of statements of qualifications 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.
   a. The Offeror shall assume full responsibility for timely delivery of statements of qualifications at the Procurement Officer office, including those statements of qualifications submitted by mail. Hand-delivered statements of qualifications 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.
   b. Oral, telephonic, or electronically submitted statements of qualifications are invalid and will not receive consideration. However, statements of qualifications may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.

37. MEDIATION. Notwithstanding any provision of any Contract Document to the contrary, any claim, dispute or other matter in question between the Vendor and CNM and except to those which have been waived by the making or acceptance of final payment shall be subject to mediation pursuant to and under the provisions of the New Mexico Public Works Mediation Act, NMSA 1978 § 13-4C 1 et seq., as amended. A party seeking to resolve a dispute under this Agreement or any of the Contract Documents shall proceed under the procedures and provisions of the Public Works Mediation Act.

38. MODIFICATIONS. Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. The Buyer may request technical clarifications of the proposal following the opening.

39. NEGOTIATIONS. See Part 4 of the Request for Qualifications.

40. 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 Statement of Qualifications, the Offeror represents that it has familiarized itself with the nature and extent of the federal, state and local requirements, which are a part of this Request for Qualifications. 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 Qualifications in strict accordance with the ethics of its profession and all federal and state municipal laws, regulations, and ordinances regulating construction.
   c. Offeror agrees to perform all work and services awarded as a result of this Request for Qualifications in accordance with normal standards of Professional care. The offeror agrees to cooperate with CNM and other contractors and coordinate work involving other contractors through CNM’s authorized representative.

41. OFFEROR’S TERMS AND CONDITIONS. Not applicable.

42. OWNERSHIP OF MATERIAL. 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 Request for Qualifications in 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 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 RFQ in whole or in part for other projects without obtaining CNM’s prior written permission.

43. PAYMENT DISCOUNTS. CNM will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the highest evaluated offer.

44. PERIOD FOR PROPOSAL ACCEPTANCE. This Request for Qualifications is Step I of a three Step Selection Procedure. The period for proposal acceptance will be stated in the Request for Proposals, Step II of this Selection, which follows this Request for Qualifications.

45. PROPOSAL EVALUATION.
   a. Statements of qualifications 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 RFQ.
   b. CNM shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the price, quality or quantity of the services, construction or items of tangible personal property offered.

46. PROPOSAL OPENING.
   a. Statements of Qualifications will be opened on the due date and time specified on the proposal cover sheet in the Purchasing Department Office. This is not a public opening and Vendors are not invited to attend.
   b. Offerors may request in writing nondisclosure of confidential data and trade secrets. Such data should accompany the Statement of Qualifications and should be readily separable form the SOQ 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
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information, except that marked as confidential and considered a trade secret, will become public information at the time that the Contract for Construction Manager at Risk is awarded.

47. PROTESTS.  
   a. 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 for 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.
   b. 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.
   c. The Director of Purchasing or 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 of Purchasing or 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 their Offerors involved in the procurement (§ 13-1-178 NMSA 1978).

48. PROPOSER QUALIFICATIONS. The selection committee may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFQ. The selection committee will reject the proposal of any proposer who is not a responsible proposer or fails to submit a responsive offer, as defined in § 13-1-83 and 13-1-85 NMSA 1978.

49. PUBLIC INFORMATION. All information, except that marked as confidential, will become public information at the time that the Contract for Construction Manager at Risk is awarded. Confidential information must be marked “CONFIDENTIAL” in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

50. 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 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 Contract 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 Contract entered into as a result of this RFQ for a period of three (3) years after final payment.

51. REFERENCES. Vendor should furnish the minimum number of reference requested herein. Failure to submit the information may result in your proposal being considered non-responsive. Vendor, by furnishing these references, agrees to allow CNM to contact any person or organization listed, and to utilize information obtained in the evaluation of the offer.

52. RELEASES. Upon final payment of the amount due under the terms of the resultant Contract, the successful vendor shall release CNM, its Governing Board, officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The successful vendor agrees not to purport to bind CNM to any obligation not assumed herein by CNM unless CNM has expressly authorized the successful vendor to do so and then only within the strict limits of that authority.

53. REPORTS AND INFORMATION. At such times and in such forms as CNM may require, there shall be furnished to CNM such statements, records, reports, data and information, as CNM may request pertaining to matters covered by all resultant agreements to this Request for Qualifications.

54. RESPONSIBLE OFFEROR.  
   a. All work shall be under the direction of the applicable Construction Manager at Risk legally licensed by the state of New Mexico. The Vendor and all Vendor’s employees and subcontractor’s and subcontractor’s employees utilized on the work to be performed under this Request for Qualifications must have the proper certification(s) and license(s) to comply with all Federal, State and local requirements connected to this RFQ. The Vendor shall use only fully qualified and approved service technicians to perform inspections and services under this Proposal.
   b. CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a vendor (i.e., prove that its 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 Qualifications). Vendor shall provide audited financial statements if requested by CNM.
   c. OFFEROR’S QUALIFICATION STATEMENT. Offeror to whom award of a Contract 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 Qualifications. Offer shall provide audited financial statements if requested by CNM.
55. RESPONSIVENESS OF STATEMENTS OF QUALIFICATIONS. Vendors are hereby expressly instructed that all statements of qualifications in response to this solicitation shall meet all specifications and requirements of this solicitation.

56. SCHEDULE DELAYS. If after award the Vendor becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule, the Vendor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation per Section 7, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Vendor of his/her contractual obligations. However, failure to notify CNM promptly will be a basis for determining the Vendor responsibility in an otherwise excusable delay.

57. SEVERABILITY. If any provision of the resultant agreement is found invalid or unenforceable, the remainder of the resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

58. SIGNATURE. The response must be signed by an authorized representative in order for the Statement of Qualifications to be considered responsive. Compete and return the form labeled “Signature of Firm’s Authorized Representative” with the SOQ.

59. SITE FAMILIARITY. The Vendor shall be responsible for thoroughly inspecting the site and work to be done prior to submitting an offer. The Vendor warrants by this submission that he/she has had the opportunity to inspect the site and work to be done and that his/her offer includes all costs required to complete the work. The failure of the Vendor to be fully informed regarding the requirements of this RFQ will not constitute grounds for any claim, demand for adjustment or the withdrawal of a bid after the opening.

60. SITE INSPECTION. The site(s) referenced in this document are available for inspection. Arrangements can be made by calling the contact for Technical Clarification shown on the cover page. Note, bidders shall not consider any comments made by employees of CNM to be modifications to the bid specifications unless distributed as a written amendment to this bid by CNM’s Purchasing Department. All requests for clarification must be submitted in writing to CNM’s Purchasing Department to receive consideration. Such requests must be submitted no later than five (5) days prior to the bid due date.

61. STATE AND LOCAL ORDINANCES. The successful vendor shall perform work under the resultant Contract strict accordance with the latest version of all State and local codes, 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 vendor. Where the drawings and or specifications indicate materials or construction in excess of the code requirements, the drawings and or specifications shall govern. The vendor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

62. STATUS OF VENDOR. The successful vendor is an independent contractor performing services for CNM and neither he/she nor his/her 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 successful vendor acknowledges that all sums received under the resultant agreement are personally reportable by him/her/ her for income, self-employment and other applicable taxes.

63. SUBCONTRACTORS. Any work subcontracted by the successful vendor shall require the prior written approval of the subcontractor by CNM.
   a. DEFINITIONS. A Subcontractor is a person or entity who has a direct contract with the Vendor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.
   b. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.
   c. AWARD OF SUBCONTRACTORS. All awards of subcontracts shall be in accordance with the New Mexico Subcontractors Fair Practices Act as applicable.
64. **SUBCONTRACTUAL RELATIONS.** By appropriate agreement, written where legally required for validity, the Vendor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Vendor by terms of the Contract Documents, and to assume toward the Vendor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Vendor, by these Documents, assumes toward CNM. Each subcontract agreement shall preserve and protect the rights of CNM under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Vendor that the Vendor, by the Contract Documents, has against CNM. Where appropriate, the Vendor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

65. **SUBMISSIONS OF SAMPLES/DRAWINGS / LITERATURE.** It may be necessary to test samples or have demonstrations to make an award. All samples, when required, shall be furnished free of expense to CNM. Returns shall only be made at the Bidder’s request and expense. Bid samples or descriptive literature should not be submitted unless expressly requested; and, regardless of any attempt by a bidder to condition the bid, unsolicited bid samples or descriptive literature shall be submitted at the Bidder’s risk.

66. **SUBMITTALS.**
   a. Offerors are hereby expressly instructed that all statements of qualifications in response to this solicitation shall meet all specifications and requirements of this solicitation.
   b. Statements of Qualifications shall be submitted at the time and place indicated in the Notice of Request for Qualifications and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Qualifications.
   c. The envelope shall be addressed to the Procurement Officer/Buyer of CNM. The following information shall be provided on the front lower left corner of the Bid envelope: Request for Qualifications number, Project Title, date and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation “SEALED STATEMENT OF QUALIFICATIONS ENCLOSED” on the face thereof.
   d. In submitting a Statement of Qualifications in response to this Request for Qualifications, the Offeror represents that the Offeror is familiarized with the nature and extent of the Request for Qualifications dealing with federal, state, and local requirements which are part of the Request for Qualifications. The successful Offeror shall perform work under the resultant contract 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 Vendor. The response must be signed by an authorized representative in order for the Statement of Qualifications to be considered responsive. Complete and return the form labeled, SECTION E: “Signature of Firm’s Authorized Representative” with proposal response.

67. **SUCCESSORS AND ASSIGNS.** Vendor shall not assign the Contract as a whole without written consent of Owner. If Vendor attempts to make such an assignment without such consent, Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

68. **TAXES.** CNM is exempt from Federal excise taxes and from New Mexico gross receipts taxes on materials, except construction materials used by a contractor. Services are not exempt from gross receipts taxes. Taxes, if any, on services must be included as a separate line item and not included in your base price proposed. Applicable taxes are excluded from the evaluation of the proposal.

69. **REBATES.** Vendor is required to participate and work with any utility company to assist CNM in obtaining any and all available rebates that may result from the Work under the RFQ.

70. **TECHNICALITIES.** CNM reserves the right to waive minor irregularities. Also CNM reserves the right to waive mandatory requirements provided that all of the otherwise responsive statements of qualifications failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of CNM.

71. **ELECTRONIC/FACSIMILE SUBMITTALS.** Electronic/Facsimile proposal submittals will not be considered. However, statements of qualifications may be modified by electronic/facsimile notice, provided that the notice is received by the time and date specified for the closing.

72. **TERMINATION.** See the General Conditions of the Contract for Construction Manager at Risk.

73. **WAGE RATES.** Jobs with an estimate cost >$60,000 done under this RFQ will be subject to the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA, 1978 as amended) and per exhibit labeled “Wage Act.” Minimum wages will be supplied at time of award or may be obtained from the State of New Mexico Labor & Industrial Commission.
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74. WAGE RATES AND PAYROLL SUBMITTALS: For all federally funded construction projects greater than $2,000, the contractor and all subcontractors and their tiers shall deliver or mail legible copies of the certified weekly payrolls for all costs/services invoiced for the project awarded resulting from this RFQ to the appropriate oversight agency and CNM’s purchasing department. The Contractor shall certify that all payrolls submitted meet or exceed the applicable wage determination as shown in this RFQ. Contractor shall be responsible for the collection and submittal of all certified payrolls and shall retain a copy of all payrolls for a period of 3 years from the completion of the project. A copy of all certified payrolls shall be sent weekly to CNM’s purchasing department. The Contractor shall be responsible for labeling each submittal with the project name; payroll period; and contractor and/or subcontractor name; each employee’s full name and social security number, address and zip code, birth date, sex and occupation, time and day of when employees work week begins, hours worked each day, total hours worked each workweek, basis on which employee wages are paid, regular hourly pay rate, total daily or weekly straight-time earnings, total overtime earnings for the workweek, all additions to or deductions from the employee’s wages, date of payment and the pay period covered by the payment.

75. WARRANTIES: Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, free from defects in Seller’s design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.

76. WORKERS COMPENSATION: No workers compensation insurance has been or will be obtained by CNM on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller’s employees and agents.

77. WORKMANSHIP/COOPERATION: All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Seller will cooperate with CNM and other contractors and coordinate their work involving other contractors through CNM’s authorized representative.

The TERMS “must, shall, will is required, or are required” identify a mandatory item or factor. Failure to comply with such an item or factor may result in the rejection of the proposer’s proposal.

The TERMS “can, may, should, preferably, or prefers” identify a desirable or discretionary item or factor.

GRAMM-LEACH-BLILEY ACT
Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, the Central New Mexico Community College (“College”) requires its Service Providers to implement and maintain appropriate safeguards for the protection of Customer Information. Accordingly, the Service Provider shall implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential Customer Information that it creates, receives, maintains, or transmits on behalf of CNM. In addition, the Service Provider will require and ensure that any of its agents, subcontractors, or sub-consultants, to which it provides confidential Customer Information of CNM, implements appropriate security measures to protect confidential Customer Information of CNM.

Service Provider shall not use or disclose covered data and information received from or created on behalf of CNM except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by CNM. Upon becoming aware of a security breach in which College Customer Information is used or disclosed in a manner not authorized or covered by this Agreement, including any reasonable belief that an unauthorized individual has accessed a database containing covered data and information, or in violation of any applicable state or federal laws, Service Provider will report to CNM any security incident immediately upon being aware of such a breach and take such corrective steps/action to remedy the breach as requested by CNM and required by law.

Upon termination, cancellation, expiration or other conclusion of this Contract, Service Provider shall return to CNM covered Customer Information and data unless CNM requests in writing that such Customer Information and data be destroyed. Service Provider shall complete such return or destruction not less than 30 days after the conclusion of this Contract. Within such 30 day period, Service Provider shall certify in writing to CNM that such return or destruction has been completed. To the extent return or destruction is not feasible; this Agreement shall remain in full force and effect.

Service Provider means any person or entity that receives, maintains, processes, or otherwise is permitted access to Customer Information through its direct provision of services to a financial institution. The Gramm-Leach-Bliley Act broadly defines “financial institution” as any institution engaging in the financial activities enumerated under the Bank Holding Company Act of 1956, including “making, acquiring, brokering, or servicing loans” and “collection agency services”. Because higher education institutions participate in financial activities, such as processing student financial aid and student loans, FTC regulations consider them financial institutions for purposes of the Gramm-Leach-Bliley Act.
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Customer Information means any record containing nonpublic information as defined in 16 CFR 313.3(n), about a customer of a Financial Institution, whether in paper, electronic or other form that CNM has obtained from a customer in the process of offering a financial product or service including offering student aid and loans to students as defined in 12 CFR 225.28. Any and all Customer Information provided by CNM to the Service Provider or which the Service Provider acquires through its own efforts in rendering or providing any goods or services under this Agreement, shall be considered confidential and held in strict confidence and shall only be released to the Service Provider’s own personnel, agents, subcontractors and sub-consultants only to the extent necessary to provide or perform the goods and/or services required by this Agreement. Such information shall not be released by the Service Provider to any other person or organization without the prior written consent and approval of CNM.
1. **Inspection and Audit.** a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.

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

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

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

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

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

6. **Termination and Delays.** See the General Conditions of the Contract for Construction Manager at Risk.

7. **Affirmative Action.** Seller shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap. Seller agrees to: a) adhere to the principles set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for handicapped persons, minority group persons and women; b) take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; c) communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large; d) provide CNM on request a breakdown of labor force by ethnic group, sex, and job category; and e) discuss with CNM its policies and practices relating to its affirmative action program.

8. **Indemnification and Insurance.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorney’s fees, in connection with or resulting from such suit or action.

   Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

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

10. **Discounts.** Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the
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11. **Penalties.** The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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

13. **Payment Charges.** Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.

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

15. **OSHA Regulations.** The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Invitation. **ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS.** The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. **Debarment/Suspension.** In performing the services and/or furnishing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debarred or declared ineligible from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the federal Government, any State agency or local public body.

17. **Applicable Law.** Each party acknowledges that the New Mexico Procurement Code, NMSA 1978 13-1-28 through -199, as amended, applies to every CNM purchase or contract agreement of tangible personal property, services and construction, including participation made pursuant to this purchase order. Further, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents and that the liability of CNM shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, NMSA 1978 41-4-1 through -2-7, as amended.

SECTION 2
GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contract” shall mean “this order”, the term “contractor” shall mean “Seller” and the term “Government” and “Contracting Officer” shall mean “Albuquerque CNM” and the “Director of Purchasing,” respectively.

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

* Anti-kickback Procedures: 52.203-7
* Buy American Act and Balance of Payments Program 52.225-7001
* Contract Work Hours and Safety Standards Act-Overtime Comp. 52.222-4
* Equal Employment Opportunity 52.222-26
* Integrity of Unit Prices 52.215-26(a) (b)
* Notice to the Government of Labor Disputes 52.222-1
* Preference for U.S. Flag Air Carriers (For internal air travel) 52.247-63
* Restriction on Subcontractor Sales to the Government 52.203-6
* Service Contract Act of 1965 (Reserved) 52.222-41
* Termination for Convenience of Government (Education and other Nonprofit Institutions) 52.249-5(a) (f)

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.

*On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.
SECTION E: SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

ANY MODIFICATIONS TO THIS SECTION E SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE RESPONSE FORM OTHER THAN FILLING IN THE FORM FIELDS IS NOT ACCEPTABLE AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR'S RESPONSE. THE GENERAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF CNM’S PURCHASE ORDER ARE AN EQUAL AND INTEGRAL PART OF THIS REQUEST FOR PROPOSALS (RFP) AND ARE NOTED IN SECTION C. THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THIS RFP ALONG WITH ANY ATTACHMENTS AND THE OFFEROR'S RESPONSE ARE HEREBY INCORPORATED INTO ALL PURCHASE ORDERS ISSUED AS A RESULT OF THIS RFP, INCLUDING ANY ADDENDA. CNM RESERVES THE RIGHT TO NEGOTIATE WITH A SUCCESSFUL OFFEROR (CONTRACTOR) PROVISIONS IN ADDITION TO THOSE STIPULATED IN THIS RFP. THE CONTENTS OF THIS RFP, AS REVISED AND/OR SUPPLEMENTED, AND THE SUCCESSFUL OFFEROR’S PROPOSAL WILL BE INCORPORATED INTO THE CONTRACT. SHOULD AN OFFEROR OBJECT TO ANY OF THE CNM STANDARD TERMS AND CONDITIONS THAT OFFEROR MUST PROPOSE SPECIFIC ALTERNATIVE LANGUAGE THAT WOULD BE ACCEPTABLE TO CNM. GENERAL REFERENCES TO THE OFFEROR’S TERMS AND CONDITIONS OR ATTEMPTS AT COMPLETE SUBSTITUTIONS ARE NOT ACCEPTABLE TO CNM AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR’S PROPOSAL. OFFERORS MUST PROVIDE A BRIEF STATEMENT OF THE PURPOSE AND IMPACT, IF ANY, OF EACH PROPOSED CHANGE FOLLOWED BY THE SPECIFIC PROPOSED ALTERNATE WORDING.

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 proposal. 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 Proposal meets or exceeds all specifications, terms and conditions as described in this Request for Proposal 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 Proposal 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 ISSUED BY NEW MEXICO TAX & REVENUE WITH THEIR SEALED RESPONSE.

OFFERORS WISHING TO RECEIVE THE VETERAN RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID RESIDENT VETERAN’S PREFERENCE CERTIFICATE ISSUED BY NEW MEXICO TAX & REVENUE WITH THEIR SEALED RESPONSE.

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

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<thead>
<tr>
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</table>

Signature of Member Authorized to Sign for Firm

Printed/Typed Name and Title of Individual Signing ________________________________
SECTION F: DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

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: NM RESIDENT & RESIDENT VETERAN PREFERENCE CERTIFICATION

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

RESIDENT PREFERENCE
OFFERORS WISHING TO RECEIVE THE NEW MEXICO RESIDENT PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID NEW MEXICO RESIDENT PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE. SUBMITTED CERTIFICATES SHALL BE VALIDATED BY CNM WITH THE NEW MEXICO TAX & REVENUE DEPARTMENT.

RESIDENT VETERAN PREFERENCE
OFFERORS WISHING TO RECEIVE THE NEW MEXICO VETERAN RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID NEW MEXICO RESIDENT VETERAN PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE AND COMPLETE THE FOLLOWING. IF OFFEROR’S FIRM IS INELIGIBLE TO RECEIVE THE NEW MEXICO RESIDENT VETERAN PREFERENCE, OFFEROR MUST CHECK THE BOX BELOW INDICATING THAT INELIGIBILITY:

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

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

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

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veteran Preference AND who have included a valid New Mexico Resident Veteran 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 the New Mexico Tax & Revenue Department.

☐ 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 cancelled award of the procurement involved if the statements are proven to be incorrect.
EXHIBIT A: NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement – for Contractors

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 Construction Manager at Risk services, as described in Request for Proposal # P-369 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
EXHIBIT A: NON-DISCLOSURE AGREEMENT

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.

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.
EXHIBIT A: NON-DISCLOSURE AGREEMENT

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.
EXHIBIT A: NON-DISCLOSURE AGREEMENT

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: ________________________________
EXHIBIT A: NON-DISCLOSURE AGREEMENT

Print Name: ______________________
Signature: _______________________
Title: ___________________________
Date: ____________________________

Print Name: ______________________
Signature: _______________________
Title: ___________________________
Date: ____________________________
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.

“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
EXHIBIT B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 Ms. Pauline J. Garcia, District 2 Mr. Robert P. Matteucci, Jr., 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)
EXHIBIT C: INSTRUCTIONS FOR THE LETTER OF TRANSMITTAL

Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST include the following information:

1. Identify the submitting organization.
2. Identify the name and title of the person authorized by the organization to contractually obligate the organization.
3. Identify the name, title and contact information of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the name, title and contact information of the person to be contacted for clarification questions regarding the statement of qualifications or proposal.
5. If the proposal is being submitted by an agent, attach a current Power of Attorney certifying the agent’s authority to bind the proposer.
7. Provide firm’s Federal ID number, New Mexico Contractor’s license number, New Mexico Gross Receipts Tax number.
8. Indicate the scope of work for which the proposer intends to submit a bid to complete with its own forces.
9. Be signed by a person authorized to contractually obligate the proposer. If more than one company forms a team to submit a joint proposal an authorized representative of each company must sign the proposal.
EXHIBIT D: CURRENT ACTIVE PROJECTS

CURRENT ACTIVE PROJECTS

List all the major projects your organization has in progress. List the name of the project, owner, MACC or contract amount, phase of the project (preconstruction or construction), percent complete and planned or actual Substantial Completion Date.

<table>
<thead>
<tr>
<th>Project Title and Location</th>
<th>Owner</th>
<th>MACC</th>
<th>Phase</th>
<th>Percent Complete</th>
<th>Substantial Completion</th>
</tr>
</thead>
</table>

Surety Declaration

Provide a Notarized Declaration from a surety meeting the requirements of NMSA 13-4-18 stating the amount of bonding capacity available to your firm for this project.

Provide the name, address and phone number of a contact at the Surety that can be contacted by the Selection Committee if necessary.
EXHIBIT F: PROOF OF INSURANCE

PROOF OF INSURANCE

Attach document (ACORD Form) from Insurance Carrier(s) indicating your firm’s ability to obtain insurance in the amount of the limits required for this Request for Qualifications.
EXHIBIT G: WAYFINDING PROJECT NARRATIVE

PROJECT 1: CNM Wayfinding Project at CNM Main and Montoya Campus

MAIN CAMPUS – Project Scope Descriptions – For an overall Keyplan of projects, see sheet MN-G001
The main campus project work is divided into 8 project areas for ease of discussion.

PROJECT AREA 1: BIO-SWALE STREETSCAPE & 5 BASEHART LANDSCAPE ZONE - See Sheet L1.01 in Exhibit H for more information.
Approx. area: 38,000 sf (9,000 sf more intensive treatment)
The CNM Gateway landscape will establish a unique identity for the CNM Main Campus along University Boulevard. Originating from indigenous New Mexico landforms and landscape typologies, the sculptural tilted ‘mesas’ and riparian basins with native high desert ecologies create a distinctive sense of place for the CNM campus. The landscape will be irrigated dominantly through passive water harvesting to model sustainable practices.

Guiding Concepts:
- Establish distinctive entry landscape along University Boulevard to communicate CNM campus limits
- Provide visual cues with landscape elements to indicate the campus edge, vehicular / pedestrian entries, and screening of parking areas
- Meander new ‘community wellness path’ through gateway landscape buffered from University Boulevard traffic, connect it with pedestrian corridors and transit stops, and provide seating at regular intervals
- Establish a native, drought tolerant plant palette to create a sense of place, provide shade along the wellness path, and support educational objectives
- Utilize passive water harvesting in landscape riparian basins to capture parking runoff and help support plant material

Assumption of Work:
Demolition:
- approx. 1,400 lf of existing ca. 2’ cheek wall (incl. footing) and steel pipe handrail (8 horizontal pipe rails)
- remove existing lawn grass in detention pond areas
- preserve and protect existing trees, utilities, lighting, and perimeter hardscape to remain

New Construction:
- grading: regrade existing detention pond area to include bioswale, wellness path, and earthen berms (see sketch); it is anticipated that excavated material from other project-related demolition can be relocated in this area to serve as fill for the berms
- planting: hydroseed area (ca. 32,000 sf) with native grass (buffalo / blue grama) / wildflower mix, install new drought tolerant trees (2 ½-3” cal) / shrubs (5 gal) / perennials (1 gal) in detention pond areas
- irrigation: extend existing system / install new in-line drip irrigation for new plantings in this area; connect to existing controller; upgrade as required. Irrigate native grass meadow (spray irrigation) to establish. Trees to be on separate zones from shrubs / grasses / perennials.
- hardscape (to be coordinated with wellness path upgrades): Install new 4’ wide (4” depth) compacted crusher fines path with ¼’ steel edging adjacent to the concrete path. See Entry Plaza / Canopy improvements for east/west hardscape improvements and sidewalk connections.
- surfacing: install 6-12” angular cobble in detention pond areas and at outfall zones from parking area runoff
- retaining walls for berms: stacked recycled concrete (concrete from demolition throughout this and Wellness path scope), battered, 4 ft. max retaining at the apex
- Scope from the Wellness Path will be coordinated with this scope in this area
EXHIBIT G: WAYFINDING PROJECT NARRATIVE

PROJECT AREA 2: GATEWAY CANOPY & PLAZA - See sheet MN-A101 and MN-S101 in Exhibit H for more information and Structural section of Exhibit H for more Canopy information.

Approx. area = 24,750 sq
The Gateway project begins by collecting students from CNM’s west parking areas – safely and clearly leading them across University through an improved streetscape of berms, bio-swales and native gardens to the new Gateway plaza. Plantings continue onto the plaza creating additional shade while defining gathering areas. The plaza functions as a pathway accommodating the primary pedestrian flow while offering numerous places to pause, study, rest or congregate along the way. The canopy creates a visual icon for the campus Gateway and leads pedestrians into the heart of campus.

Assumption of Work:

- A 25’ wide concrete plaza extending from the intersection of University & Basehart east to the area between Student Services Building and Max Salazar Building
- 10’ wide landscape strip to south of plaza with plantings, landscape aggregate and water harvesting infrastructure
- 5’ wide landscape strip along north side of plaza with plantings and landscape aggregate
- A 35’ wide x 20’ high x 380’ long steel canopy structure with open structure, a steel formed water harvest funnel, and select areas of shade cloth and perforated metal deck
- Lighting and power integrated with Canopy Structure
- Cast concrete benches with recessed light fixtures located along the Gateway Plaza
- A cast concrete raised Performance Platform will be located along the central portion of the Gateway Plaza with dedicated aimable light fixtures and power sources mounted to the Canopy structure
- An extension of the Gateway Plaza runs north beyond the Performance Platform, extending the concrete plaza paving and planting areas
- Demolition of existing asphalt paving, curb, landscape materials and parking bumpers
PROJECT AREA 3: STEPPED GARDEN - See sheet MN-A102 in Exhibit H for more information.
Approx. area: 17,000sf
The 'Stepped Garden' transforms the existing seating / café area into a dynamic space for social gathering, performance, and events. Terraced planes are designed to accommodate seating with views of performance areas and an outdoor movie projection wall. An outdoor café area extends the indoor café and eating area and is distinguished with a concentration of fruit trees and other harvestable plantings. A series of integrated steps and ramps gracefully link the lower terrace with the upper shaded plaza and parking area. Seating and plantings are distributed throughout the terraces to provide a range of different spaces and engage interaction.

Guiding Concepts:
- create a setting for social interaction and engagement with a range of environments to appeal to a broad constituency
- enable programmed events and flexible use for small and large gatherings (i.e. outdoor movies, performances, presentations, fundraising events, etc.)
- provide clear a circulation corridor and accessible route from lower to upper terrace areas
- incorporate seating areas, shade, and planting elements
- connect to existing building entrances

Assumption of Work:
Demolition:
- remove all existing structures, electrical, landscape elements, etc. to full depth of construction; shore up as necessary to preserve structural integrity
- salvage site furnishings, light fixtures and other salvageable components as directed by client and architect
- recycle and crush concrete, recycle steel components, chip removed vegetation, and recycle other components for reuse on site or as directed by the client
- preserve and protect existing structures to remain, including bridge structure, buildings, hardscape, plantings, etc.

New Construction:
- grading: install 6 accessible concrete ramps (168 lf w/ total 14 ft vertical rise) with curbs / metal handrails; install concrete stairs (28-36 risers @ 5" – 4.67" per riser) with metal handrails, stair width and grouping configurations TBD; install amphitheater seating (18" rise, approx. 90 lf); backfill walls with planting medium
- walls / barriers: install a series of retaining walls as needed (height range: 2.8 ft, 5.6’, 8.4’, 11.2’, 14’); provide metal handrails at locations per code; provide full waterproofing on back side of walls and weep holes at regular intervals; provide sleeving for utilities (electric, irrigation, etc.)
- hardscape: concrete walkway / paving to match plaza/entry paving
- planting: install mix of drought tolerant ornamental grasses (1 gal), perennials (1 gal), and shrubs (5 gal) in planter areas, one planter area by café to receive ca. 10 small fruit trees (2” – 2 ½” cal.), ca. 8 large shade trees (3” cal.) to be located in designated planters
- irrigation: in-line drip irrigation to be connected to main controller
- site furnishings: moveable tables / chairs, benches
- site lighting: step lighting (embedded in walls / steps), pedestrian pole lighting
- electrical: provide electrical for lighting, exterior outlets at larger seating areas, electric for events
PROJECT AREA 4: GATEWAY MONUMENT SIGN - See sheet MN-A103 in EXHIBIT H for more information.
Approx. area = 1,300 sf
The Gateway monument sign serves as a large scale signage element to be read from University Blvd. The sign is occupiable, enabling pedestrians to walk through the sign, offering a dynamic experience of movement and light.

Assumption of Work:
- A campus entry marker and entry sign
- Approximately 16’x80’x16’ tall steel structured ‘Monument Sign’ with applied graphic signage, lighting and cast concrete benches located at the western end of the Gateway Plaza.
- Rhythmic placement of steel members creates a strong direction of travel towards the Trellis and the center of campus, light and shadow animation and attenuates sound for pedestrians.
- Earthen berm at the northwest corner shields traffic control infrastructure and starts to define and focus pedestrian corridor.
- Variations in rhythmic placement of steel members allow for multiple views, light and shadow conditions and variable contact with nearby elements

PROJECT AREA 5: COAL & UNIVERSITY MONUMENT SIGN - See sheet MN-A104 in EXHIBIT H for more information.
Approx. area: 3,000 sf
As a primary visual edge of the main campus, the Coal / University southeast corner will be marked with a monument sign and landscaping at its base. See landscape-related description and guiding concepts for Bioswale Streetscape.

Assumption of Work:
New Construction:
- grading: regrade existing area to provide a detention pond area for parking lot runoff
- planting: install new drought tolerant trees (2 ½-3” cal.) / shrubs (5 gal) / perennials (1 gal) in detention pond area to match plant palette at Bioswale
- irrigation: extend existing system / install new in-line drip irrigation for new plantings in this area; connect to existing controller; upgrade as required. Trees to be on separate zones from shrubs / grasses / perennials.
- surfacing: install 6-12” angular cobble in detention pond area and at outfall zones from parking area runoff
- hardscape (to be coordinated with wellness path upgrades)
- *Scope from the Wellness Path will be coordinated with this scope in this area*
PROJEKT AREA 6: OVERLOOK & UPPER PLAZA - See sheet MN-A102 in EXHIBIT H for more information.
Approx. area: 8,850 sf w/2,800 sf of parking restriping
The Overlook provides spaces for food trucks and other CNM Culinary program incubator projects. Tables & seating accommodate mealtime seating, bike racks, and landscaping enhance the pedestrian experience. Photovoltaic panels are incorporated into the Overlook area to create shade and generate power and provide opportunities for out of class learning.

- A linear plaza extending south adjacent to parking with landscaping, light poles and outdoor seating to accommodate student gathering and food truck vending
- Parking will be restriped to allow for parallel parking of food trucks
- A 10-12 kilowatt photovoltaic array of bifacial (HIT) panels will be mounted on a simple steel shade trellis and tied into municipal power grid
- The existing landscape to the south of the Ken Chappy Building will remain, with aggregate & plantings being refreshed as needed
- Scope from the Wellness Path will be coordinated with this scope in this area

PROJECT AREA 7: ADDITIONAL PARKING AREA
Approx. area: 24,500 sf
- A portion of the existing detention pond at the southwestern most point of the campus will be converted to asphalt paved parking to offset parking removed from the area of the Gateway Canopy.
- Scope from the Wellness Path will be coordinated with this scope in this area
PROJECT AREA 8: BASEHART VEHICULAR CIRCULATION ALTERATIONS & DROP-OFF LANE

Approx. area: 79,000 sf (Entry Drive and Drop-off Zone: 19,000sf / Parking and Vehicular Circulation: 60,000sf)

The Vehicular Entry into the Main Campus from University Drive at the Basehart intersection includes a dedicated drop-off and pick-up lane along the east bound travel lane into the campus and a reconfiguration of the vehicular circulation in the parking both north and south of the entry experience. The proposed solution greatly reduces vehicular cross traffic and significantly improves the safety of the pedestrian. Specialty concrete paving responds to the overall site hardscape strategy both at the drop-off lane and at the dedicated pedestrian walkway and waiting zone. Abundant shade trees help to both shade the new pedestrian walkway and fixed seating south of the entry drive while reinforcing the signature entry experience for students, faculty and visitors to the campus.

Guiding Concepts:
- improve vehicular wayfinding
- improve pedestrian safety
- provide a drop-off and pick-up zone
- integrate shade trees and landscape into the arrival and parking experience

Assumption of Work:

Demolition:
- remove all asphalt and curbs at entry drive, drop-off, and all parking reconfiguration areas.
- remove parking lot lighting at areas affected by demolition
- where possible, salvage and retain the concrete curbs for use within other improvement zones for the project.

New Construction:
- asphalt paving at entry drive and all reconfigured parking and vehicular circulation areas.
- parking lot striping at all reconfigured parking areas
- directional pavement markings for vehicles
- parking islands with shade trees, understory planting, inert groundcover and irrigation
- new and/or salvaged parking lot lighting fixtures at all reconfigured parking areas to meet CNM Lighting Standards.
- circulation and parking signage where needed to communicate functionality
- specialty concrete paving at drop-off lane
- specialty concrete paving at pedestrian walkway south of drop-off lane
- curb cuts and grading strategy to harvest rain water from impermeable surfaces to reduce run-off and improve the health and vitality of the new landscape
- safety bollards at vehicular / walkway flush zones
- concrete speed tables at all pedestrian dedicated crossings into campus
- concrete seating walls at drop-off and pick-up waiting zone
- shade trees, understory planting, inert groundcover and irrigation at all planting areas shown on the proposed concept drawings
MONTOYA CAMPUS – Project Scope Descriptions For an overall Keyplan of projects, see sheet MT-G001 in EXHIBIT H. The Montoya campus project work is divided into 4 project areas for ease of discussion.

PROJECT AREA 1: CAMPUS ENTRY SIGNS
Approx. area:
- Monumental Sign at the NE corner of Morris Street and CNM Road
- Additional smaller scale entry signs at SE corner of Morris Street entrance north of CNM Road, and at Juan Tabo entrance.
- Monument sign effort will include conversion of approximately six parking stalls for use as landscaping area.
- New curbing needed where parking stalls are reclaimed.
- Monument sign is an array of vertical steel members (tube, rod, or bar) lit externally and integrated into small landscaped zone.
- Sign at north Morris entrance may require PV component.

PROJECT AREA 2: PEDESTRIAN GATEWAY
Approx. area:
- Reclamation of 3-4 parking stalls to create landscaped zone at terminus of west parking lot path.
- Landscaped zone will include trees with uplighting and irrigation and will require new curbing opposite the path terminus.
- This zone is traversed by a path of crusher fines (or material similar).
- The existing round brick structure adjacent to the landscaped zone will be renovated to include shading, lighting, and signage elements along with updated seating.

PROJECT AREA 3: BOOKSTORE NODE
Approx. area:
- A new asphalt driveway wide enough for two cars that connects the parking lot north of Building H to the parking drive that parallels Bear Arroyo.
- Minimal landscaping along new driveway will match existing native landscape.
- A drop-off area will be developed to emphasize plaza entry and Bookstore as an important campus node.
- Existing parking stalls to the north of Building H shall be removed to accommodate new curbing and vehicle pull-in area.
- Landscaping effort includes outdoor seating, shade trees, and a combination of softscaping and hardscaping.
- Waiting area should be well lit, but lighting must be integrated into landscape (i.e. bench lighting and uplighting trees).

PROJECT AREA 4: PARK CONNECTION
Approx. area:
- Curbs on either side of northern vehicular drive are extended towards each other in-line with arroyo crossing to minimize road crossing distance. This will require the repurposing of 3 parking stalls per side.
- New striping required for crossings.
- The staircase south of arroyo crossing will be demolished and replaced by a 16’ wide monumental staircase (four 3’ sections of risers separated by landings).
- From the second landing of this staircase, a permeable meandering pathway shall traverse the native landscape, extending to the top of the second stairway to the east. Here a second pedestrian crossing shall occur.
- A line of parking stalls shall be omitted to accommodate a pedestrian path which connects the monumental staircase to the north side of Tom Wiley.
- Pathway shall include new curbing and minor landscaping.
- New 5’ wide concrete sidewalks are needed along the southern edge of the northern vehicular drive, extending from the eastern staircase west to the last parking stall.

STRUCTURAL NARRATIVE
Thornton Thomasetti Engineers
Main Campus

Introduction
The wayfinding canopy currently consists of two similar 35 feet wide structures, approximately 17 feet in height. The first structure is linear and approximately 240 feet in length. The second is curved in plan and approximately 120 feet in length.
Generic Structural Framing
Both canopies have regular bays of approximately 40 feet by 35 feet and are expected to have a repetitive structure other than isolated bays where particular features (e.g. the water collection system) necessitate an atypical framing condition. The atypical bays are not discussed here, however, they will be considered in the final scoping document. The structure is anticipated to be steel with steel plate ribs approximately 3’ on center supported by primary rectangular and/or circular hollow sections. Additional infill framing between ribs may be provided in some locations to help stiffen the ribs. The primary members will be supported by columns on a 35’ by 80’ longitudinally jogged grid. The columns will be fully restrained at the base and will cantilever to provide lateral restraint to the roof structure. The canopy roofing might consist of shade cloth and/or perforated metal deck and some bays are expected to be open (with and/or without ribs). Various options have been considered for the arrangement of the framing of the ribs and primary members; two of which are discussed below.

Plan Outlining Canopy Locations (red)

Framing Options
Two initial concepts are being considered for the framing layout of the structure. A section of linear canopy, four bays long, has been modeled with each of the systems under consideration for preliminary review by the team.

Framing Option 1: Simply supported ribs with edge beams
Option 1 assumes large edge framing members spanning 80’ typically between columns in the longitudinal direction and interior diagonal beams spanning between columns on alternating sides of the structure to minimize loading of the long span members.

Due to the 40’ cantilevers at the ends of the structures, additional isolated stiffening of the edge beams may be required (as shown by the raking struts between the columns and the beams in the rendering).
Framing Option 2: Cantilevered ribs with central, torsional beams
Option 2 assumes large diameter torsional beams spanning diagonally between columns on alternating sides of the structure. Ribs cantilever from this central member and taper to the edge. Where the ribs from adjacent bays meet they are connected to stiffen one another. Around the perimeter of each bay is a small beam (plate or HSS) that braces the ribs and assists with load distribution. Torsion is typically only generated in the beam under unbalanced loading conditions.
CIVIL NARRATIVE
JCII GROUP ENGINEERING
MAIN & MONTOYA CAMPUSES

CNM MAIN CAMPUS
Existing Storm Water System
The existing storm water system consists of sidewalk culverts, pipes, valley gutters, vertical curb and gutter, and retention/detention basins. The basins appear to be designed to allow infiltration and controlled flow into the ROW. There are currently three basins (see figure 1).

![Figure 1: Existing Drainage System – Main Campus](Courtesy of Google Earth)

The drainage area is estimated to be nine acres, and is mostly made up of pavement, concrete, and roof tops. The volume for each basin is shown in figure 1. The volume was estimated by field observation and aerial maps. The actual volume required will need to be further investigated and coordinated with CNM. Figure 1 also shows the approximate location of each basin outflow point. Other components of the existing storm water system are also shown in figure 1. The arrows depict the likely drainage pattern.

Proposed Storm Water System
The existing retention/detention basins are proposed to be modified in order to facilitate landscape improvements. These improvements are discussed in Project 1 scope section of this narrative. The proposed storm water system will consist of sidewalk culverts, pipes, valley gutters, vertical curb and gutter, shallow retention basins, permeable pavers, and an underground infiltration system. See Figure 2 for proposed improvements.
EXHIBIT G: WAYFINDING PROJECT NARRATIVE

The proposed underground system will utilize perforated pipes, or arch chambers that will allow infiltration into the ground. This concept will need to be closely coordinated with specific geotechnical parameters such as, but not limited to, strata definition, soil classification, hydraulic conductivity, Atterburg limits, and collapsible / expansive potential. Figure 3 shows a cross section of a typical underground infiltration system.

The underground infiltration system will need to be sized to accommodate a volume as offset by the proposed improvements discussed in Project 1 scope section. Table 1 shows volume attained per size of pipe, and assuming aggregate spacing as shown in figure 3. Other charts are available for arch chambers.

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<th>Stone Void Volume</th>
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<td>mm</td>
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Table 1: Storm Water Volume

The system will need to have an outlet tapped to the City storm drain. This construction process will require coordination with the City and approval through the City’s Design Review Committee (DRC). The outlet should be similar material to the main line so an appropriate connection can be accomplished. It’s assumed the outlet pipe will be 12-inch diameter or larger. Permeable pavers are proposed to allow infiltration and sediment removal during "first flush" flows. A detail of the paver installation is given in Figure 4.

Figure 3: Underground Infiltration System
A new driveway with an adjacent sidewalk is proposed at the northeast corner of the project area (as can be seen in Figure 2). This driveway will provide vehicular access to University Blvd., and pedestrian access to other areas of the CNM campus. To facilitate the driveway and sidewalk will require removal of a portion of the existing valley gutter. Therefore, a sidewalk culvert is proposed to enable drainage from the valley gutter to flow under the new sidewalk, and into the ROW. The valley gutter should be built similar to the City of Albuquerque Standard Detail 2236.

Proposed Parking Lot Improvements
A pedestrian walkway is proposed as discussed in Project Area 2 description in this narrative. Portions of the parking lot will need to be reconfigured to make this walkway possible. Vertical curb and gutter is proposed to provide a barrier between traffic and pedestrians. Vertical curb and gutter will also allow drainage to be conveyed away from the walkway and towards the proposed storm water system. A detail of the vertical curb and gutter is shown in Figure 5. Pavement replacement will be a combination of permeable pavers (previously discussed) and asphaltic concrete (AC). The pavement section should match the existing pavement, but not be less than 3" AC over 6" aggregate base course over 12" compacted subgrade. Two feet of existing pavement should be removed and replaced at new curb and gutter locations. The two feet is measured from the lip of the new gutter into the existing pavement.
CNM MONTOYA CAMPUS

Existing Storm water System
A majority of the storm water drains towards the Bear Arroyo. Flow is conveyed through a system of sidewalk culverts, pipes, valley gutters, and curbs. Retention basins and depressed areas serve to capture additional storm water runoff, which has resulted from site development. The existing site is shown in figure 6.

Figure 6: Existing Drainage System – Montoya Campus

The drainage area is estimated to be twenty-five acres, and similar to Main Campus the drainage area is mostly made up of pavement, concrete, and roof tops. There appears to be two outflow locations towards the Bear Arroyo. The Bear Arroyo is an AMAFCA channel.

Proposed Drainage System
The site will be modified as discussed in the Montoya campus Project Descriptions in this narrative. The biggest impact to the existing drainage system will be the addition of driveways and curb and gutter. New pavement grades in certain area will be required to maintain the existing drainage patterns. See Figure 7 for proposed improvements. New curb and gutter will be built per Figure 5. The new pavement will be similar to Main Campus, which is 3” AC over 6” aggregate base course over 12” compacted subgrade (or match existing whichever is greater). Two feet of existing pavement should be removed and replaced at new curb and gutter locations. The two feet is measured from the lip of the new gutter into the existing pavement. New landscape areas should be depressed to retain the "first flush" on-site. This will help control debris and sediment to the Bear Arroyo. Improvements will need to be coordinated with AMAFCA.
EXHIBIT G: WAYFINDING PROJECT NARRATIVE

EXTERIOR LIGHTING NARRATIVE
HLB LIGHTING DESIGNERS
MAIN & MONTOYA CAMPUS

1.0 INTRODUCTION
The overall lighting goal for the CNM Main Campus and Montoya Campus Project is to create a unified experience as a person travels through the campus, establishing organized zones of lighting language and treatments to assist with campus identity as well as wayfinding.

This document specifies illuminance levels, and provides guidance on acceptable luminaire and lamp selections. Consult the Electrical and Landscaping sections of this document for further information.

2.0 SITE LIGHTING GOALS AND GUIDELINES
Implementing a cohesive site lighting approach will support the vision of unifying the Campus project through a consistent lighting design. Light will be utilized to create areas of visual hierarchy and interest. Unique lighting zones will be created with varying lighting approaches. In doing so, the site will become easier to navigate during the nighttime hours.

2.1 Safety and Comfort
- Improve campus safety by utilizing high color rendering lamp sources for better visibility. Lighting sources should have a Color Rendering Index (CRI) of 80 or better
- Add visual interest to the site including accentuating key landscape and architectural features
- Improve consistency of lighting appearance by utilizing organized fixture families
- Assist wayfinding by creating a visual hierarchy between different campus zones
- Support staff and patron gathering with a welcoming environment in plazas, courtyards, and gardens
- Encourage unique lighting expressions in plaza & courtyard areas to create intimate spaces within the site
- Design shall be sensitive to light intrusion into adjacent residential properties, and care will be taken to mitigate lighting trespass and glare

2.2 Sustainability
- Lighting systems shall be designed to comply with all applicable energy code requirements as well State and local ordinances and project energy goals. Additional lighting energy reduction should be pursued where practical.
- Utilize energy efficient lamp sources
- Minimize glare from fixtures, minimize light trespass and uplight.
- Meet additional energy efficiency and light pollution requirements

2.3 Lamp / Luminaire
- LED technology shall be utilized as the primary lighting source. Energy efficient sources such as Linear Fluorescent and Ceramic Metal Halide lamps are acceptable for specific applications when LED sources are not adequate in terms of performance, but as LED technology improves over time, more LED sources are to be utilized. Sources such as Incandescent, Halogen, Compact Fluorescent, and Low and High Pressure Sodium are not to be specified.
- Where LED site lighting fixtures are used, those with field-replaceable modules should be used to reduce the cost of future replacements/maintenance
- Provide a consistent and pleasant lighting appearance by utilizing sources with color temperatures (CCT) of 3000K to 3500K.
- Luminaires should coordinate with the aesthetics of the adjacent architectural and landscape elements

2.4 Illuminance Guidelines
- Meet or exceed the lighting level and uniformity recommendations outlined in the following sections based on the Illuminating Engineering Society (IES) Handbook and all relevant IES Recommended Practice Guidelines
EXHIBIT G: WAYFINDING PROJECT NARRATIVE

2.5 Maintenance

- Minimize luminaire and lamp types to reduce spare stock requirements for Maintenance
- Reduce maintenance costs by utilizing long-life lamp sources. Minimum lamp life for the majority of luminaires should be 30,000 hours, with 50,000 minimum for LED’s and 30,000 hour for linear fluorescent
- Use of longer life lamps are encouraged to aid in long term maintenance

2.6 Lighting Controls

- Exterior lighting control system shall be comprised of photocells, and programmable lighting controls to provide time control of lighting as required based on program requirements and State and local energy Code requirements
- Per New Mexico Night Sky Protection Act, any outdoor lighting not meeting the provisions shall be allowed, if the fixture is extinguished by an automatic shutoff device between the hours of 11:00PM and sunrise
- More sophisticated control systems may be required for programmed/ color changing lighting and overrides may be required for Special Events

2.7 Product Requirements

- Light fixtures shall be commercial specification grade to ensure quality and performance and shall be assembled with components of new, good quality
- Lamps shall be “high performance”, and all linear fluorescent lamps shall be low mercury content. LED sources and attendant components such as heat sinks shall be mercury and lead free
- LED luminaire manufacturer shall have a minimum of five (5) years’ experience in the manufacture and design of LED products and systems and no less than one hundred (100) North American installations. All components, peripheral devices and control software are to be provided by and shall be the responsibility of a single entity. All components shall perform successfully as a complete system. All parts of system shall be replaceable in the field with a preference for third-party supported LED modules and systems.
- LED Luminaire assemblies shall include a method of dissipating heat so as to not degrade life of source, electronic equipment, or lenses. LED luminaire housing shall be designed to transfer heat from the LED board to the outside environment. Luminaire housing shall have no negative impact on life of components.
- LED manufacturer shall have performed photometric testing and to provide upon request the Luminaire Efficacy (lm/W), total luminous flux (lumens), luminous intensity (candelas) chromaticity coordinates, CCT and CRI. optical performance, polar diagrams, and relevant luminance and illuminance photometric data.
- Painted finishes of fixtures and accessories shall be weatherproof enamel using proper primers or hot dipped galvanized and bonderized epoxy, in accordance with manufacturer’s requirements. Unless otherwise specified all painted surfaces shall have a life expectancy of not less than twenty years.

- Fixtures shall have a minimum IP rating depending on installation conditions as noted:
  - Fixtures installed under a canopy (fixture distance greater than 12” from edge of canopy): IP55
  - Fixtures directly exposed to exterior or closer than 12” from edge of canopy: IP65
  - Submersible/Underwater Fixtures: IP68
- All uplight fixtures (surface or in-grade), or fixtures that directly illuminate pedestrian or vehicle areas shall include glare control options such as glare shields, louvers, and lenses
- All external openings in fixture assemblies and fixture lenses shall be gasketed to prevent moisture and dust intrusion
- Remote components such as drivers, power supplies, and/or transformers shall be installed in NEMA 4X enclosures. NEMA enclosures may be surface mounted if installed out of public view, or flush grade within view. Ventilation/Airflow within NEMA enclosure must be provided per Manufacturer’s specifications to ensure proper functioning of system.
- Fixtures and component enclosures shall have wire mesh corrosion resistant screens over any vent holes. Mesh to be properly sized to prevent incursion of insects, small animals, and/or debris such as leaves or lawn clippings.
EXHIBIT G: WAYFINDING PROJECT NARRATIVE

- Stainless steel hardware is preferred. Ferrous/ aluminum mounting hardware and accessories shall be finished appropriately to prevent corrosion and discoloration of adjacent materials.
- Glass lenses shall be heat tempered glass to mitigate breakage and thermal shock.
- Acrylic/ Polycarbonate lenses shall be UV stabilized and of the appropriate thickness to prevent damage from vandalism.
- Color changing LED luminaires shall utilize an equal combination of individually colored or tri or quad chip technology and shall be capable of at least 8-bit control.
- All fixtures shall comply with Campus Wind Load criteria and Overhead Safety requirements. Fixtures and proposed mounting to be reviewed and approved by a licensed Structural Engineer prior to installation.
- Footings are required for all fixtures mounted to grade. In the case of poles, footing details are to be developed by licensed Structural Engineer; footings/ pads for bollards and surface mounted accent fixtures may be developed by Architect or Structural Engineer.

3.0 ILLUMINANCE CRITERIA

A summary of the recommended lighting levels for the Exterior areas of the CNM Main Campus and Montoya Campus Project based on the IESNA Lighting Handbook, 10th Edition light level recommendations is found below. All recommended light levels are maintained and targeted for the work planes in each specific area of the project. All recommended light levels are maintained and targeted in each specific area of the project. Note that IES recommendations are based on the age group of the staff as well as students. For the purposes of this report the 25 to 65 age group illuminance levels are shown as less than 50% of the student/staff population is anticipated to be over 65. Please note control strategies are for design intent only. Current code may require more extensive control solutions.
TRAFFIC ENGINEERING DESIGN NARRATIVE

URS TRAFFIC ENGINEERS
MAIN & MONTOYA CAMPUSES

CNM Main Campus – University Blvd. & Basehart Road Intersection

One objective of this project is to provide safe pedestrian crossings at the University Boulevard/Basehart Road intersection. CNM’s parking lots on the west of University Boulevard total 1,530 parking spaces. Pedestrian traffic from these lots onto campus is heavy at the signalized intersection at University Boulevard and Basehart Road. Most of this pedestrian traffic uses the marked east-west crosswalk across the north leg of this intersection. Current daily traffic on University Boulevard totals 12,100 vehicles per day according to MRCOG 2012 data. Traffic on Basehart Road west of the intersection totals 8,548 vehicles per day.

Our project proposes to improve the pedestrian crosswalks at this signalized intersection. The four existing marked crosswalks consist of transverse 8-inch wide lines set 10 feet apart, a conventional type of crosswalk marking. We propose to replace all crossings at the intersection with the continental type markings which consist of 24-inch wide longitudinal markings. These “Abbey Road” style markings are the new standard for all crosswalks in the City of Albuquerque.

As an added feature to better define the pedestrian entry path onto the campus, an additional treatment for the crosswalk on the north leg of the intersection was considered. Subject to approval by the City Traffic Engineer, we may be able to apply contrasting color thermoplastic pavement treatment in the spaces between the white bars of the crosswalk.

Several other pedestrian features including pattern-stamped concrete crosswalks, improved pedestrian curb ramps, traffic signal modifications, and traffic signal phasing and timing changes were considered, but eliminated from the scope of this project.

CNM Montoya Campus – Morris Road & CNM Intersection

No modifications to the existing signalized intersection of the CNM Driveway on Morris Road at the CNM Joseph M. Montoya Campus are proposed. Most students, staff, and campus visitors arrive by automobile, and there is little pedestrian traffic at this intersection.

Offsite Signage

CNM desires to work with NMDOT and the City of Albuquerque to place new signage on I-25, I-40, and city arterial streets to guide traffic toward the CNM Main campus and the Joseph M. Montoya Campus.

For the interstate signage, this may involve removing and/or relocating existing supplemental destination signs as well as constructing new signs. These signs are all extruded panel aluminum sign panels on I-beam posts with concrete foundations per the NMDOT standard specifications and standard serial drawings. Preliminarily, we expect that there will be two new signs on each direction of I-25 (northbound and southbound) and two new signs on each direction of I-40 (eastbound and westbound) for a total of approximately eight signs. Construction of these signs will require permits from NMDOT District 3, including review and approval of a traffic control plan for the work.

The arterial signage will include new aluminum panel signs on driven square tube steel posts per City of Albuquerque specifications. Signage locations will include the ramp terminal intersections, and at various locations along the City arterials leading to these two campuses, including Coal Avenue, University Boulevard, Eubank Boulevard, Juan Tabo Boulevard, and Montgomery Boulevard. Construction and traffic control permitting will be through the City of Albuquerque, except that NMDOT District 3 permits may be required for the signs located at the ramp terminals.
EXHIBIT H: WAYFINDING PROJECT DRAWINGS

The Wayfinding Project Drawings must be retrieved from CNM's Purchasing website, located at:
http://www.cnm.edu/depts/purchasing/request-for-proposals under P-369, STEP 1, RFQ.
# EXHIBIT I: TECHNOLOGY LOOP & WELLNESS PATH PROJECT NARRATIVE

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    E. Route Selection ....................................................................
    F. Option 5 Wellness Path Costs ..............................................
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I. Programming efforts

This information is a high level review of the efforts related to the Programming for the Technology Loop and Wellness Path design efforts. Bridgers and Paxton’s design team have established regular meetings with CNM stakeholders for the Technology Loop and Wellness Path. We offer the following as a brief review of our efforts in getting to the schematic reporting level.

A. Civil Efforts

To date High Mesa Consulting Group (HMCG) has been working on completing a Boundary Survey, Subsurface Utility Research and Campus Topographic and Utility Survey. Below is a brief description of these efforts:

1. Boundary Survey
HMCG prepared a digital field reconnaissance package and completed a comprehensive boundary retracement field survey. We have completed a preliminary evaluation of the field results. Final boundary determination and issuance of the results of the retracement will follow receipt and evaluation of remaining title information from CNM. This information will subsequently be used by the design team during design development to evaluate, refine, adjust, and locate the schematic corridors with respect to property ownership, easements, and other exceptions to title.

2. Subsurface Utility Research
HMCG has obtained available record utility data for the project area from a number of sources including the City of Albuquerque, the Albuquerque Bernalillo County Water Utility Authority, CNM, the University of New Mexico, and Albuquerque Public Schools. We have also identified potential existing utility corridors based on easements and rights-of-ways shown on plats and surveys. This preliminary utility information is being used by the design team to identify specific areas and corridors that may present significant subsurface utility conflicts with the proposed IT conduits. This data will subsequently be used to support upcoming utility designation (line spotting) efforts of the selected corridors.

3. Campus Topographic and Utility Survey
HMCG is conducting a comprehensive Topographic and Utility Survey within the areas identified for this project. The survey datum for the effort shall be City of Albuquerque NAD ’83/NAVD ’88. Utility information presented on the survey is to be based on the results of NM811 request for public utility line-spotting and surface evidence of utilities, combined with available as-built information. The results of the Subsurface Utility Designation efforts will be collected and documented by HMCG Surveyors and will be
incorporated into the Topographic and Utility Survey, which will be provided for use by the Design Team. It is our intention for the survey to also demonstrate boundary and easement information generated by the recent boundary retracement efforts.

4. Civil Design and License Coordination
HMCG has evaluated preliminary routes with respect to existing mapped utilities and with respect to existing public and private drainage and transportation features and infrastructure that may need to be modified or adjusted to accommodate the proposed IT conduits and wellness path. In particular, HMCG analyzed the drainage requirements and options to confirm the feasibility of eliminating the existing concrete drainage channel along the south side of the site and replacing it with an underground storm drain and asphalt path. HMCG has completed preliminary coordination with the City of Albuquerque and confirmed that there are existing conduits in place for IT crossings at two locations in University Boulevard and at one location at Coal Avenue. Although these conduits were constructed under City work order projects, there are no existing license agreements in place. CNM will need to enter into license agreements with the City of Albuquerque as part of this project.

*NOTE: The project will provide survey information to the CMAR awarded the project. However, the CMAR is directed to contract with their own surveyor to validate findings, manage liability and minimize risk to their efforts.

B. Technology Loop System
Bridgers and Paxton have worked with various CNM stakeholders to review existing conditions and pathways to assist in determining pathway corridors. Additionally, multiple site visits to survey existing conditions have been completed, however, further site visits will assist in clarifying opportunities to utilize existing infrastructure to avoid unnecessary costs.

1. Manufacturer Presentations and Selection
On March 12th B&P hosted a meeting with CNM stakeholders and the Technology Loop design team. Prior to this meeting the manufacturers were provided a design scenario and asked to present their technical approaches and rough order of magnitude costs at this meeting. Each of the manufacturers was given 1.25 hours to setup their presentation materials and present their products and solutions. These manufacturers are considered industry leading organizations with the capability and products to meet the expected criteria of this project.

The following manufacturers were invited to present:
- AFL/Duraline
Each presentation was judged on the following criteria:
- Presentation Quality
- Presenter’s Knowledge
- Company History
- Support
- Local Vendors
- Product Availability in the Market
- Design Solution and Price

At this time the panel has determined the highest rated manufacturer is Corning. The contractors are directed to utilize Corning as the manufacturer of choice for this project.

2. Campus Wayfinding
Recently, the campus Wayfinding efforts were brought to the attention of the CNM project team and B&P’s design team. Through this effort our direction was revised to allow for better cohesion between this project and the Wayfinding efforts. CNM has taken steps to engage the architectural firm holding the Wayfinding contract to share project efforts to minimize disruption to the campus. The required coordination promises to provide improved continuity between the projects.

3. B&P Design Team Meetings
The design team meets every Thursday to discuss progress and next steps to ensure the project stays on track for the currently proposed design deadline. Technology Loop topics covered during these meetings include the following:
- Investigation of Existing Conditions
- Progress on the Selection of Pathway Corridor
- Coordination with the Wellness Path and Civil Engineering

C. Wellness Path

Dekker Perich Sabatini (DPS) is the selected landscape architectural firm responsible for the design of the Wellness Path. DPS has conducted multiple site visits and meetings with the Wellness Path Advisory Group (WPAG) and others to develop criteria and priorities for the Wellness Path. This advisory group is comprised of faculty and staff with an interest in the Wellness Path. Currently, the WPAG consists of members from ITS, Safety and Security, Human Resources, and faculty representation.

WPAG worked with the design team through schematic design to establish wellness path design criteria, design priorities, program and the path route. As the
design has progressed, changes to the route have been made for logistical and security reasons, but CNM staff and the design team have been careful to respect committee design criteria, priorities and program recommendations as much as possible.

1. Schematic Phase Design Criteria and Priorities
   Criteria and priorities for the wellness path as identified during the schematic design process include the following:
   a. Create a continuous loop
   b. Create a finished product
   c. Create path corridors and path sections that make sense for CNM - reductions in parking will be allowed in order to place the wellness path in the most appropriate locations
   d. Create a path suitable for all types of pedestrian users and abilities
   e. Create a path that is connected to transit routes and bicycle facilities
   f. Integrate beautification and landscaping into the path design
   g. Design the path to minimize conflicts between pedestrians and cyclists
   h. Create a safe environment and integrate lighting, blue boxes, and AED’s into the corridor design
   i. Create a path that is free of obstructions
   j. Locate the path so that it is connected and convenient to all parts of the campus
   k. Consider sustainability in the path design
   l. Reinforce the CNM brand with the design of the path and path amenities
   m. Define metrics for success in order to refine the design and prepare to implement a wellness path on other campuses
   n. Coordinate the design and development of the wellness path with other campus construction projects, including the campus wayfinding project, the expansion of Smith Brasher Hall and the new courtyard project on the north campus.

2. Schematic Phase Amenities and Path Characteristics
   The following amenities were identified as important elements for the wellness path:
   a. Landmarks and wayfinding elements (to be coordinated with other campus systems)
   b. Signage (to be coordinated with wayfinding and signage project)
   c. Stretching areas/exercise/rest areas associated with path
   d. Bike storage
   e. Educational elements
   f. Distance markers
   g. Landscaping
   h. Lighting
   i. Safety features like blue boxes and AED’s
   j. Proximity to water (filling stations to be located in nearby buildings)
   k. Designed with dedicated paths in a loop formation
   l. Designed with strategically located nodes or stations along each loop
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- At bus stops and bike facility areas for convenient access
- Spaced apart to reduce redundancy
- At areas that can be accessed by maintenance vehicles so nodes are clean and maintained
- At developed park and open space areas to take advantage of existing infrastructure that supports wellness.
- Away from smoking areas (existing or proposed) in order to support wellness goals

m. Comprised of well-marked multi-modal and pedestrian-only segments in order to improve campus connectivity
- Well-marked paths with maps of campus and wellness path loop
- Connections to each area of campus
- Connections to transit and bike facilities
- Designated multi-modal paths within campus where bike connections are weak
- Minimized pedestrian/vehicle conflict areas since the majority of the path is located around the perimeter of campus

n. Designed with the following minimum widths for the wellness path:
- Pedestrian-only: 6'-0"
- Multi-modal: 10'-0"'

o. Designed with accessible surfaces
- High level of consistency
- Durable
- Maintainable

p. Designed for sustainability
- Path and nodes located in areas accessible to maintenance vehicles
- Design, materials and construction to support sustainable principles and practices
- Well-coordinated design and construction scope among this project and the wayfinding and Smith Brasher projects - no redundancy
- Designed for safety and to be open 24 hours
  - Well-marked path
    - Physical barriers or striping for multi-modal segments
    - Signage: to educate users about how to use multi-modal segments, to orient users and direct them in case of emergency
  - Design encourages wellness path trail use and safe crossings at University-Basehart (rather than University and Coal)
  - Lighting
  - Blue boxes and AED's

q. Designed to be open to the public
- Well-marked and signed path
- No barriers like fences of gates

r. Designed to promote use and CNM's commitment to wellness
- Well-marked and signed path
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- Communications to faculty, staff and students about the path
- Kiosks, maps and digital access to maps and routes
- Amenities (i.e. Landscaping, furnishings, lighting) provided to encourage use
- Designed in a manner that promotes CNM's brand (font, color, style, quality)
- Several nodes and path segments to be located in highly visible areas
  - Designed to minimize congestion
- Path is primarily located around the perimeter of campus
- Path is adjacent to some busy areas but the design creates or expands patio, plaza and courtyard spaces
II. Technology Loop

A. Introduction

The goal of this narrative is to assure the campus is equipped with the most appropriate distribution system, capable of serving the immediate and long term needs. It is our belief the design will, throughout its life, readily support anticipated future and emerging services, systems, and technologies. The purpose of this narrative is to describe:

- Provide a confirmation of the design teams understanding of the owner’s requirements
- Design teams vision for the systems and approach
- Definition and establishment of critical coordination issues

B. Design References

To assist in providing a successful design and delivery the design team intends to utilize the following codes and standards:

- **ANSI/NFPA 70**, National Fire Protection Association standard for electrical code, i.e., the National Electrical Code (NEC)
- **ANSI/TIA/EIA-568-C Set**, TIA commercial building cabling standard, defines a generic cabling system for a multiproduct, multivendor environment
- **ANSI/TIA/EIA-569-B**, TIA commercial building standard for telecommunications pathways and spaces, defines the minimum requirements for both pathways for telecommunications cabling and spaces for telecommunications equipment
- **ANSI/TIA/EIA-598**, Color Coding of Optical Fiber Cables
- **ANSI/TIA/EIA-606-B**, TIA administrative standard for the telecommunications infrastructure of commercial buildings
- **ANSI/TIA/EIA-607**, TIA grounding and bonding standard for commercial buildings
- **ANSI/TIA/EIA-758**, TIA customer-owned outside plant standard
- **EIA/TIA TSB 67**, Transmission Performance Specifications for Field Testing of Unshielded Twisted-Pair Cabling Systems
- **EIA/TIA TSB 72**, Centralized Optical Fiber Cabling Guidelines

C. Benefits

The campus has suffered due to aging infrastructure and damage from various construction projects. The college has received grant money to design and develop a new fiber optic infrastructure to serve each building on the campus. The benefit of this is the new infrastructure location and routing will be clearly defined to current industry standards. This infrastructure project will provide for...
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new pathways, copper and fiber cabling. This new system is being designed to provide a resilient platform to deliver IT services throughout the main campus.

D. Technology Loop Components

Major components of the Tech Loop include maintenance holes, duct bank systems, hand holes, singlemode (SM) Outside Plant (OSP) optical fiber cables, copper OSP cables, innerduct systems and cable termination equipment.

1. Duct Bank System

The duct bank system will be comprised of new and existing Polyvinyl Chloride (PVC) ducts. It is intended for the duct bank system to be equipped with a minimum of 4 – 4” PVC ducts, but there are locations within the existing duct bank system that exceed this quantity of ducts. However, there are locations with fewer ducts existing and these pathways will be augmented to increase capacity to minimize the risk of adding pathways following this project. The duct bank will be broken into primary and lateral ducts; per current standards the bank system will be equipped with a No. 4/0 bare copper grounding conductor between maintenance and hand holes.

i. Primary Ducts

The primary ducts will serve and the main pathway between the maintenance and hand holes. The primary duct bank will not require concrete encasement. It is anticipated for the primary duct bank to consist of a minimum of (4) 4” PVC ducts routed in the main loop system. This duct system will allow for the fiber optic and future media to be run in a loop configuration.

ii. Lateral Ducts

The lateral duct system will serve to convey cables serving the buildings from the primary duct/loop to the buildings. Each building shall be served via (2) 4” PVC ducts running to the building. It is important to recognize the quantity of ducts running from the primary duct/loop may not be limited to only (2) ducts. Depending on the number of buildings being served the lateral duct system may require additional ducts to provide sufficient duct space.

iii. Innerducts/Sub-Ducts

New innerduct systems will be provided for cable distribution. It is intended for the innerduct to be designed with the intent of supporting the proposed and anticipated future needs of the campus. The innerduct system is anticipated to be comprised of 3 – 1.25” and 1 – 1” innerduct within a one main 4” PVC duct.

iv. Maintenance Holes/ Hand Holes

The ducts will be distributed to allow a clear pathway between new and existing hand holes and maintenance holes. The maximum spacing of new maintenance holes will not exceed 500 feet. New maintenance holes will be
pre-cast, 6 feet wide x 8 feet long x 7 feet deep, traffic rated with the following components: round (32” minimum diameter) maintenance hole cover and frame, ladder, sump, pulling irons, channel inserts for cable support racking arms, ground rods, a No. 4/0 bare copper ground counterpoise conductor, and No. 6 bare copper grounding conductor from counterpoise to all metallic items within maintenance hole.

The hand holes will be provided so that for each building served from a maintenance hole.

There are existing issues with some of the existing maintenance and hand holes. It is intended by the design team that these be brought up to the current standards or evaluated for replacement as part of the project.

v. Duct System Labeling
A new labeling has been developed for the maintenance holes, hand holes and duct system. The new labeling system is anticipated to break the campus into serving zones. Each maintenance or hand hole will be given a designation corresponding with the serving zone or quadrant. Each duct originating within a maintenance or hand hole will also be detailed via label showing point of origin and point of termination.

2. Fiber Optic Backbone Distribution
The fiber optic backbone distribution will be configured to allow for a bi-directional signaling from the Student Resource Center (SRC). It is anticipated for the new fiber optic distribution to be comprised of singlemode fiber optic cable. The design of this system will allow for a minimum of 24 strands of singlemode (OS2) fiber to serve each building on campus. The fiber will meet the OS2 “Zero/Low Water Peak” fiber to allow for a greater signaling band to be available for the campus.

Each building will each be equipped with a new fiber distribution unit with coupler panels. All connectors and couplers for the new fiber optic system will utilize LC-style connectors. All terminations will be completed via fusion spliced terminations allowing for a much more reliable termination.

3. Copper Backbone Distribution – Add/Alt.???
It is proposed for copper distribution to be reduced substantially given the current trend of reducing copper media due to the prevalent use of fiber optics. The signaling traditionally reserved for copper conductors can now be distributed faster and in a reduced form by this shift. While there is this shift occurring industry wide it is considered prudent to reserve space for copper distribution in a campus system. In keeping with this prudence, we propose to minimize copper distribution through the new duct system.

It is anticipated for the design to incorporate a large multi-conductor copper cables originating from the SRC building and running to a designated
maintenance hole. The conductors will be spliced to smaller multi-conductor copper cables originating from the designated maintenance hole and terminating within each building’s main equipment room (MER) or main distribution frame (MDF). Once the copper cables are terminated within the building’s MER/MDF the college can extend copper services to other locations within the building as required.

Currently, the campus is served successfully by an existing copper distribution. If the proposed budget is found to be insufficient for the full distribution system, we propose to eliminate the copper cable distribution from the initial project and reserve this system for future installation.

E. Technology Loop System Routing

The attached image provides the design teams proposed routing. The proposed routing has been reviewed by Luis Campos to determine if future campus master planning would be impacted. While the proposed routing appears to meet the current master planning it is subject to change due to unforeseen field conditions or modifications to the campus master plan.

1. Proposed Routing Plan

The CMAR is directed to refer to Exhibit D for specific information pertaining to the proposed routing plan.

2. Route Coordination

The current route takes into account existing utility corridors and coordinates known efforts for the Wellness Path and Wayfinding initiatives. At present there are multiple paths across University Boulevard and Coal Avenue, which require approvals from the city before the proposed duct bank systems can be completed.

These routes are not considered final, due to multiple ongoing efforts on the campus. However, this route provides our best efforts at providing a well-coordinated route to move the project forward and allow our Civil Engineering partner to conduct the necessary surveying efforts.

F. Contractor Qualifications

1. Communications Cabling: The Contractor shall have (5) five years of documented experience performing cable placement, splicing, termination, connecting, and testing for each of the media types and (3) three years of applicable experience with the proposed system manufacturer. In the case of newer technologies that do not have a (3) three year history, the Contractor shall have documented experience for at least half of the lifetime of the new technology. The approved contractor shall, at a minimum, maintain a ratio of one manufacturer or BICSI certified installer for every two non-certified installers assigned to the project.
2. The contractor shall have on staff a BICSI Certified RCDD as a permanent employee. This staff member shall have been on staff for a minimum of (1) one year prior to the date of this project's release for bid. It is strongly preferred for the contractor to have on staff a BICSI Certified as an Outside Plant Specialist (OSP).

3. The contractor shall have on staff at least (1) one BICSI Certified Technician and this staff member shall have been a full time employee for no less than (1) one year prior to the date of this project's release for bid. A BICSI Certified Technician shall be employed as the on-site Field Supervisor for this project.

4. The contractor shall provide resumes for the Project Manager, Supervisors and any skilled technicians or installers. Each resume shall include applicable certification documents provided by the manufacturer or BICSI.

5. Staff Qualifications
   a. Project Manager, Supervisors, and Principal Skilled Technicians: minimum of (5) five years’ experience in like work.
   b. Fiber Optic Cable Technicians: Documented training, licensing, and/or certification for the types of media specified, as applicable as well as certification from the manufacturer of the solution chosen by the owner.

6. Testing and Measurement
   a. All fiber connectors shall be required to pass interferometer inspection for proper endface geometry, fiber protrusion, fiber offset, etc. This includes factory made pigtails for splicing (if required). The interferometer tests shall be saved for each connector in the system and are to be included in the final documentation package.
   b. All singlemode test equipment for attenuation testing shall also test and record back reflection measurements.
III. Wellness Path

A. Introduction

The intent of the wellness path in association with the technology loop is to provide a safe, attractive, convenient campus wellness amenity in a manner that is efficient and well-coordinated. The wellness path idea originated with CNM stakeholders, and creating the path in association with the technology loop will benefit stakeholders by improving coordination and optimizing design and construction in shared route corridors.

B. Design References

Very early on in the planning process, it was anticipated that the wellness path might be comprised of a variety of accessible surfaces, developed in segments and located primarily on CNM property. It was understood that some segments of the path might be located in or adjacent to public street right-of-way, and make use of existing sidewalk infrastructure. Mid-way through planning, the possibility of a shared use path was considered, in order to create safe routes for both pedestrians and cyclists, and to encourage safe travel for cyclists from bike lanes, bike routes and local bus stops to destinations on campus. As the design progressed, and the costs and complexities of a multi-use wellness path became apparent, WPAG and the design team decided to limit the wellness path to pedestrians and create separate routes for cyclists.

Technical design references and resources for the Wellness Path include the following:

1. City of Albuquerque Documents:
   - Bikeways and Trails Master Plan Design Guidelines
   - City of Albuquerque Development Process Manual (DPM)
   - City of Albuquerque Trail and Bikeways Facility Plan
   - City of Albuquerque On-Street Bicycle Plan

2. 2009 Manual on Uniform Traffic Control Devices

3. AASHTO Guide for the Development of Bicycle Facilities

C. Benefits

The wellness path has the potential for benefiting all members of the CNM community by providing easy, convenient access to a safe, attractive path that is designed to be used for recreation, fitness and wellness, as well as for improved campus connectivity. Members of WPAG have described how the path design might be worked into STEM related classes, as well as campus fitness and recreation offerings. The design criteria and amenities that are associated with CNM's wellness path on the main campus also have the potential for application at CNM's other campuses. WPAG members expressed a desire to define measures
of success associated with the wellness path. WPAG members began this process by identifying potential benefits and beginning to talk about how improvements in individual performance and campus life could be tied to the wellness path. The process of identifying potential benefits and establishing metrics for these benefits that are tied to the wellness path is ongoing.

D. Amenities

The Wellness Path itself is a new campus amenity. The composition of thematic design and fitness elements along the Wellness Path is designed to create a more beautiful campus and a convenient, healthy and fun experience. The Wellness Path has been designed for integration into CNM curriculum, and has been located to encourage use by students, faculty and staff located all over the campus. The Wellness Path will include interpretive signage come of it generated by CNM faculty that will communicate information to users about various dimensions of wellness. Proper design and construction of wellness-related design elements will be critical to encouraging use, establishing the value of the Wellness Path, creating a durable, attractive amenity, and differentiating CNM's path from others found regionally and nationally.

Thematic fitness and wellness design features include:

1. Distance markers along the trail

2. Themed stations located along the path
   a. Each station is designed around one dimension of wellness: intellectual, occupational, physical, environmental, emotional, social, financial
   b. Signage is located at each station and includes a route map, exercise suggestions, interpretive information on landscaping and tips related to station specific dimensions of wellness
   c. Plant selections at each station are different and are made based on their symbolism and relationship to specific dimension of wellness
   d. Furnishings include a shade structure, table and chairs and seat walls
   e. One area light is included with each station
   f. Fitness equipment is located at the three large stations
   g. Music making equipment is included at each of the seven stations

3. New landscaping is included at strategic locations along the path to provide shade, improve the appearance of the campus, and help connect Wellness Path users to nature

E. Relationship to Technology Loop

The Wellness Path is part of the Technology Loop Project, as it was initially
thought that the corridors for the two projects would have significant overlap and there would be economy to constructing the projects together. At this stage of the design, there are areas where Tech Loop and Wellness Path corridors are one and the same, but the routing of the Loop and the Path have been driven by program and site conditions rather than a design parameter that requires them to be located together.

F. Updated Amenities and Wellness Path Characteristics Per 50%CD Documents

1. Landmarks
   a. Shade structure and monument sign at each station
   b. Wayfinding elements: path map at each station

2. Signage
   a. Monument sign with CNM name and wellness path route at each station

3. Stretching areas/ rest areas associated with path
   a. Located at each station
   b. Includes shade structure and seating

4. Exercise area
   a. Includes fitness equipment at three of the stations
   b. Includes space for exercising

5. Educational elements
   a. Wellness tips (dimensions of wellness) at each station, developed with CNM faculty
   b. Exercise information at each station

6. Distance markers- located every .10 mile along the path

7. Landscaping- at stations and along certain segments of the path

8. Lighting- one area pole light per station

9. Safety features like blue boxes and AED's - still in discussion, but a possible alternate

10. Designed with a dedicated path in a loop formation
    a. Route is connected to other campus and city sidewalks so shorter internal routes can be identified, but they will not be part of this package

11. Designed with strategically located nodes or stations along each loop
    a. At bus stops near bike facility areas for convenient access
    b. Spaced apart to reduce redundancy
c. At areas that can be accessed by maintenance vehicles so nodes are clean and maintained
d. Away from smoking areas (existing or proposed) in order to support wellness goals

12. Comprised of well-marked multi-modal and pedestrian-only segments in order to improve campus connectivity
   a. Well-marked paths with maps of campus and wellness path loop
   b. Adjacency to each area of campus
   c. Connections to transit and bike facilities
   d. Designated bicycle routes within campus, but not on wellness path
   e. Minimized pedestrian/vehicle conflict areas since the majority of the path is located around the perimeter of campus

13. Designed with the 6'-0" minimum widths for the wellness path:

14. Designed with accessible surfaces
   a. High level of consistency
   b. Durable
   c. Maintainable

15. Designed for sustainability
   a. Path and nodes located in areas accessible to maintenance vehicles
   b. Design, materials and construction to support sustainable principles and practices
   c. Well-coordinated design and construction scope among this project and other projects
   d. Designed for safety and to have limited hours
      - Well-marked path
      - Signage: maps at stations and pavement marking for bicycles
      - Design encourages wellness path trail use and safe crossings at University-Basehart and University-Coal
      - Lighting
      - Blue boxes and AED's- still under consideration, may be an alternate

16. Designed to be open to the public- this is still in discussion
   a. Well-marked and signed path
   b. No barriers like fences or gates

17. Designed to promote use and CNM's commitment to wellness
   a. Well-marked and signed path
   b. Communications to faculty, staff and students about the path
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c. Amenities (i.e. Landscaping, furnishings, lighting) provided to encourage use
d. Designed in a manner that promotes CNM's brand (font, color, style, quality)
e. Several nodes and path segments to be located in highly visible areas

18. Designed to minimize congestion
   a. Path is primarily located around the perimeter of campus
   b. Path is adjacent to some busy areas but the design creates or expands patio, plaza and courtyard spaces

G. Supplemental information

The 50% construction document (CD) package includes a significant amount of information on the path alignment, design and construction, including how the amenities above are integrated into the design. However, there have been some changes since the drawings were completed in June 2014, and there is missing information since the package was only 50% complete. Below is some additional information regarding the design for the Wellness Path, and some considerations for finishing up the CD's, that should be used to supplement the information presented in the 50% CD package.

1. Survey

   The 50% CD package for the wellness path is based on a compiled base plan provided to the design team by CNM. The survey for the entire wellness path area is estimated to be completed September 2014. The design team anticipates that changes to the path alignment and detailing will be required following coordination of the design with the survey and existing conditions.

2. Coordination with Other CNM Projects

   The Technology Loop and Wellness Path project will be one of two projects included in this Construction Manager at Risk solicitation. The design team has coordinated limits of work with team members of CNM's Wayfinding and Signage Project in order to create a clear delineation of scope for each of the projects (refer to diagram x). It is anticipated that once a Construction Manager at Risk has been selected, there will be additional coordination among all design and construction consultants, contractors and CNM staff in order to take advantage of savings and efficiencies that might exist between the two projects.

   In addition to the projects that are included in this solicitation, there are other design and construction projects on Campus that will require coordination with the Wellness Path. These project include L Building improvements, the Smith Brasher expansion, and exterior improvements being completed at Ken
Chappy Hall. Improvements being done in the A Building courtyard are not adjacent to the proposed Wellness Path, and will not require additional coordination. The Smith Brasher expansion has the most impact on the Wellness Path. Please note that CNM is going to require construction of one wellness path station in association with this project (two stations are shown on the plans, but only one needs to be built). At this time, the construction cost for this station and for any required reconstruction of City sidewalk, will be covered by the Smith Brasher project.

3. Wellness Path Realignment

The alignment of the Wellness Path is going to change from what is shown on the 50% CD package.

a. The path will not extend north of Basehart along University except on the west side up to the existing bus stop area in front of Robert. P. Matteucci Hall.

b. The Wellness Path will not run through Roosevelt Park. The path will now run along the northwest boundary of the campus from the proposed station south of the existing park gate to Hazeldine. This realignment will require changes to the drawings prior to finalizing the construction documents. For the purposes of this solicitation, please assume the following:
   • demolition of existing curb along the west wall
   • construction of a 6’ wide concrete sidewalk and curb, which will serve as the Wellness Path
   • construction of crosswalk and median modifications east of the gate to help create a temporary wellness path route during construction of Smith Brasher
   • costs for reconstruction of the parking lot (i.e. medians, storm water conveyance to Hazeldine and landscaping) is to be associated with the Smith Brasher project
   • costs for sidewalk widening, landscaping and stairs at Hazeldine to be associated with the Wellness Project

4. Monument Signs at Stations

Custom signage and updateable interpretive panels are indicated on the monument sign detail. Assume metal CNM lettering at the top of the monument, and custom panels for the face of the monument. DPS will work with CNM in the final design phase to design the lettering and panels.

5. Irrigation

Irrigation design is not indicated on the plans, but a design will be provided at 100% CD's. The design team is in discussions with CNM about how best to
get existing condition information, since irrigation system elements may not show up clearly on the survey. A campus irrigation walk with CNM’s Dennis Serna held on July 22nd, and did provide helpful information to the design team.

For the purposes of the Construction Manager at Risk solicitation we suggest that bidders make the following assumptions:

a. This project will develop six of the seven stations and that the irrigation system components at all stations will be commercial grade.

b. There are currently approximately 20 separate irrigation systems on the main campus. CNM would like to move toward a centrally controlled system and is looking to replace existing controllers with new models that have that capability. Currently CNM is specifying Rainbird ESP-LXME series controllers on all new projects. New controller installations will require metal locking cabinets and metal pedestal mounts (unless directed otherwise).

c. There is a re-use waterline in some areas. Wherever there is the potential to use re-use water for irrigation, CNM would like to do so.

d. The wellness path segments that are to be constructed with this project run through at least seven separate irrigation system boundaries.
   • It is anticipated that only one station/landscape area will require a new water tap, meter, backflow preventer and hot box, controller, master valve, bubblers and other typical system components
   • The other station areas/landscape areas will likely connect to existing irrigation systems
      o The landscaping along Coal near the L building will be connected to the new controller that is being installed as part of the L Building renovation.
      o The landscaping east of Ken Chappy, and south of Ken Chappy along the sidewalk will be connected to the new controller that will be installed as part of the Wayfinding project.
      o It can be expected that all irrigation extensions will require investigation, field locating, repair of existing systems, trenching through existing landscape areas, asphalt/concrete cutting, patching and boring.
      o It can be expected that there will be repairs and or replacing of existing 24V wiring which will require tracking, trouble-shooting and testing.
      o It can be expected that existing systems may require extensive repairs to make operational prior to extending.
   • CNM desires Rainbird irrigation components, Sch.40 PVC and hardscape sleeving for all new systems and repairs.
CNM desires pressure compensating bubblers for xeriscape installations. It can be assumed that new trees will receive (2-) 0.5 gpm bubblers (installed in root watering system) and shrub shall receive (1) 0.25 gpm bubbler (on standard riser, set flush with mulch material).

For landscaping within the public right-of-way, the City of Albuquerque may require these areas to conform to COA Irrigation standards and specifications and be on a separate system with a separate water meter, backflow, flow meter and Motorola Irrinet Controller system.

6. Planting

The 50% CD package illustrates the new landscaping that will be a part of this project. While some of the plant selections may change, the relative density of plant materials and ratio of shrubs to trees will remain the same. Please note that there are some landscaped areas illustrated on the plans that will be covered by the Wayfinding and Signage project. Please refer to the limits of work for both projects as illustrated on Diagram x, to ensure that costs are not double counted in the RFP response. The following additional information related to planting is included to convey CNM expectations for quality, and to facilitate accurate bids.

a. Imported planting soil may be needed to replace poor quality soils or supplement existing soils. Use topsoil blend by Solutions or approved equal product.

b. Planting pits for trees and shrubs will be three times the diameter of the root ball or container

c. Planting backfill for planting pits will be comprised of a blend of quality soil from the pit blended with premium compost from Solutions or approved equal product. The ratio for the planting backfill blend shall be 65% high quality native soil with 35% premium compost.

d. Minimum plant material sizes are as follows:
   - Trees: 2.5" caliper
   - Shrubs, accents and grasses: 5 gallon
   - Perennials: 1 gallon

e. Plant material substitutions will not be considered during the RFP process. Contractors should not assume that plant material substitutions will be accepted during the course of this project.

f. Plant materials shall be of high quality. The Architect reserves the right to reject plant materials that do not meet expectations for quality.
H. Qualifications

The General Contractor and subcontractors for the Wellness Path must illustrate in their RFP response that they have experience doing all of the kinds of work that will be required to complete construction of the Wellness Path. As part of the bid, the General will list subcontractors, as applicable, for grading/earthwork, cast in place concrete, structures, landscape and irrigation and signage. Each subcontractor will provide information on three projects of similar scope and scale that they have successfully completed in the past three years, and include the project area, project construction cost and a project reference for each of the listed projects. CNM reserves the right to reject the use of subcontractors who they deem are not qualified to construct this project.
EXHIBIT J: TECHNOLOGY LOOP & WELLNESS PATH PROJECT DRAWINGS

The Technology Loop & Wellness Path Project Drawings must be retrieved from CNM's Purchasing website, located at: http://www.cnm.edu/depts/purchasing/request-for-proposals under P-369, STEP 1, RFQ.
EXHIBIT K: MASTER DEFINITION LIST WHERE CONSTRUCTION MANAGER AT RISK IS THE DELIVERY METHOD

The Master Definition List Where Construction Manager at Risk is the Delivery Method must be retrieved from CNM's Purchasing website, located at: http://www.cnm.edu/depts/purchasing/request-for-proposals under P-369, STEP 1, RFQ.