Request for Qualifications, STEP 1
RFQ No.  P-372

Construction Manager at Risk Services
Building “J” Renovation Montoya Campus
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PART 1: STEP 1, RFQ NOTICE OF REQUEST FOR QUALIFICATIONS

STEP 1, NOTICE FOR REQUEST FOR QUALIFICATIONS
Request for Qualifications # P-372
Statements of Qualifications deadline: January 23, 2015, 3:00 p.m. Mountain Time
Title: Construction Manager at Risk Services – Building “J” Renovation Montoya Campus

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 (Maximum 50 points, plus any validated New Mexico Resident or New Mexico Resident Veteran points)
- STEP 2, Request for Proposals (Maximum 25 points, plus any validated New Mexico Resident or New Mexico Resident Veteran points)
- STEP 3, Interviews (Maximum 25 points, plus any validated New Mexico Resident or NM Resident Veteran points)

Details of all three steps are discussed below under the Tentative Schedule of Events.

The scores from this STEP 1 will determine which respondents will be asked to provide a response to STEP 2, RFP. The scores from STEP 2 will be averaged with the scores from this STEP 1 to determine the scores of the respondents once STEP 2 is completed. Up to three of the respondents to STEP 2 may be invited to participate in STEP 3, Interviews. Scores resulting from STEP 3 will be averaged together with the scores from STEPS 1 and 2 to determine the apparent awardee for this procurement. The apparent awardee will be recommended to the CNM’s Capital Outlay Committee and Governing Board for the purpose of entering into negotiations and execution of a final Contract.

Central New Mexico Community College (CNM) is requesting STEP 1, Statements of Qualifications (SOQ) from firms interested in providing Construction Manager at Risk (CMAR) Services as described and identified within this Request for Qualifications (RFQ). Please carefully read all instructions, specifications and 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 may be obtained at CNM Purchasing Office, by contacting Keith Adams at 505.224.4546 (phone) or 505.224.4548 (fax) or by email at jadams49@cnm.edu.
PART 1: STEP 1, RFQ NOTICE OF REQUEST FOR QUALIFICATIONS

Other information

Number of submittals required: One (1) original and five (5) copies. Please make sure the original is marked as such.
FOB destination.

Statement of Qualifications Terms and Conditions
CNM reserves the right to request clarification and modification of any Statement of Qualifications submitted 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 any or all Statements of Qualifications, or part thereof, waive technicalities, cancel and/or re-advertise this procurement when, at its sole discretion, CNM feels that its best interest will be realized thereby.

Project Summary

CNM is soliciting CMAR proposals to renovate the Montoya Campus, Building “J” to better serve the changing Montoya Campus needs.

Site: A key functional and institutional site design goal is to establish a Campus Center that integrates Building “H”, “K”, “G” and “J” so they coalesce in an outdoor Campus Quad space that offers useful and comfortable amenities for a variety of learning activities. Functioning as a component of the Learning Commons and magnet for Student Activities, this outdoor environment should interface well with the surrounding buildings and the respective programs, resources, services and campus as a whole. The site design shall strive for user safety and provide for passive surveillance capabilities while providing for efficient and effective circulation/accessibility to the variety of functions. The project shall strive to be compatible with and improve upon the existing infrastructure, utilities/services, vehicular systems, pedestrian circulation systems, natural environment, surrounding campus, grading/drainage and adjacent Master Plan development concepts, including the newly developed Wayfinding strategies.

Facility: Through the four decades since original construction, the late 1970s Building “J” has gradually lost vitality and as a result significant portions have become wasteful and ineffective as related to current CNM needs. The architecture of the “new” Learning Commons should acknowledge a connection to the past and salvage appropriate portions where viable, but extensive selective demolition will also be necessary where it is the responsible course of action. This project should serve as a bridge to the future for CNM and the Montoya Campus. The “new” facilities must strive for efficiency on many levels ranging from area allocation and TARE to energy consumption and responsible use of construction materials. The interior environments should aim to minimize distractions, encourage productive interaction and effective communication among the users, offer access to natural light and views, and include functional flexibility to accommodate long term change.

The project as a whole can be characterized as a combination of renovation, demolition and additions aimed at providing CNM with a “new” iconic campus centroid that effectively supports, enhances and promotes CNM’s teaching and learning activities and missions. Functioning as the Learning Commons, the integrated...
facilities must be equipped to serve a variety of facets for CNM, including Library (Student Resource Center), Tutorial Program (ACE), Faculty Office Suite, Dental Assistant Program, Computer Labs (SAGE), Smart Classrooms and related user functions and amenities. The aim will be to provide environments that recognize the fundamental missions of each programmatic area while offering enough long term flexibility to respond to the ever changing needs of the CNM Montoya Campus.

The project will include upgrading the building envelope to improve energy efficiencies and the replacement of all outdated building systems. The project shall be designed and constructed with the objective of meeting LEED Silver Certification, at a minimum.

Though Building “J” will be vacated during construction, it will be very important for the CMAR to work closely with the Design Professionals (RMKM and A-E Team Consulting Engineers) and CNM to develop a work plan and construction schedule that minimizes disruption and promotes safety for this portion of the campus through the duration of the project.

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 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 Design Professional 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 Professional; attending and participating in LEED meetings and charrettes with CNM and the Design Professional; 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.
PART 1: STEP 1, RFQ NOTICE OF REQUEST FOR QUALIFICATIONS

at Risk 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 Professional, shall seek to develop subcontractor interest in the project, conduct pre-bid or pre-proposal meetings, advise CNM and the Design Professional 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 shall assist CNM and the Design Professional by providing the documentation required for the submittal to the US Green Building Council for a minimum of LEED Silver Certification.

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 to the Educational Facility Construction Manager at Risk Act (§13-1-124.1 through 13-1-124.5 NMSA 1978).

CNM has chosen to attain a LEED® Silver certification or higher for this project within the available funding and standards. The CMAR will be expected to participate with CNM and the Design Professional in ensuring that all LEED® criteria is maximized in every aspect of this project while ensuring that building costs are maintained within budget.

The Maximum Allowable Construction Cost (MACC) for this project is $8,000,000.00 plus NMGRT.
GENERAL STEP 1, RFQ INFORMATION

This section of the STEP 1, 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 this STEP 1, RFQ will be posted on CNM’s Purchasing website under RFP # P-372. The website address is: http://www.cnm.edu/depts/purchasing/request-for-proposals. CNM will make the attempt to send to all prospective respondents 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/amendments or other information regarding this STEP 1, RFQ.

A “Master Definition List Where Construction Manager at Risk is the Delivery Method” is posted under EXHIBIT G on CNM’s Purchasing website, under RFP # P-372. Please consult this EXHIBIT G regarding definition of various terms used in this procurement.

Purpose of this STEP 1, RFQ
CNM is requesting STEP 1, Statements of Qualifications (SOQ’s) from firms interested in providing Construction Manager at Risk (CMAR) Services based on the scope of work described herein. 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 respondents acknowledge that they have read, understand and accept the requirements of this STEP 1, RFQ.

This STEP 1, 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 respondents agree to be bound by the terms of SECTION B “Request for Qualifications (RFQ) Standard Proposal Terms and Conditions” and SECTION C “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 “Inquiries” section below.

- 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 (email preferred) 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  
  Building ‘A’, Room A109  
  525 Buena Vista Drive SE  
  Albuquerque, NM 87106  
  Jadams49@cnm.edu  
  505.224.4546 office  
  505.224.4548 fax
PART 2: CONDITIONS GOVERNING THE STEP 1, RFQ

Tentative Schedule of Events:

- **STEP 1, RFQ** issued (advertisement in newspaper)…………………………………January 4, 2015

- **STEP 1, MANDATORY** Pre-RFQ Conference and site visit
  
  (8:30 a.m. at Montoya Campus, Building “J”, Room J122, Lecture Hall)…………………January 9, 2015

- **STEP 1, Question submittal deadline**…………………………………………………..January 16, 2015

- **STEP 1, SOQ submission deadline** (3:00 p.m. Mountain Time).......................January 23, 2015

- **CNM sends STEP 2, RFP to qualified Respondents**………………………………….February 2, 2015

- **STEP 2, Question submission deadline** (3:00 p.m. Mountain Time).................February 9, 2015

- **Action by New Mexico HED**……………………………………………………………February 11, 2015

- **STEP 2, RFP submission deadline** (3:00 p.m. Mountain Time).......................February 16, 2015

- **CNM notifies up to three (3) most qualified Respondents for STEP 3, Interviews**….February 20, 2015

- **STEP 3, Interviews**
  
  (Main Campus, Jeanette Stromberg Building, Room 208, schedule to be finalized at a later date)….................................................................February 27, 2015

- **Action by CNM Capital Outlay Committee**………………………………………..March 16, 2015

- **Action by CNM Governing Board**…………………………………………………April 14, 2015

- **Notify apparent awardee, enter into contract negotiations**…………………………April 15, 2015

- **Notify respondents of Award and post to CNM website** (estimated)………………May 15, 2015

**NOTE:** CNM reserves the right to amend and/or change this schedule of STEP 2, RFP activities as it deems necessary under the circumstances. New Mexico HED, CNM Capital Outlay and CNM Governing Board meeting dates are outside the purview of the CNM Purchasing Department and are subject to change without notice.

Explanation of Events

The following paragraphs describe the activities listed in the Tentative Schedule of Events shown in the above section.

- **STEP 1, Issue RFQ** - This STEP 1, 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 may 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 STEP 1, RFQ.

- **STEP 1, Questions/Clarifications** - Between the time of issuance of the STEP 1, 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.
PART 2: CONDITIONS GOVERNING THE STEP 1, RFQ

- **STEP 1, RFQ Amendments** - Should any amendment to this STEP 1, RFQ be deemed necessary between issuance of the RFQ and the STEP 1, RFQ submission deadline, it will be posted to CNM’s Purchasing website as indicated above. CNM will make the attempt to send to all prospective respondents 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/procurement.

  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 CNM’s Purchasing Department 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. The method of protesting that determination can be found in 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 the STEP 2, Request for Proposal for CMAR Fee and Specified General Conditions.

- **STEP 2, Request for Proposals (RFP)** – Respondents asked to submit STEP 2, Proposals shall submit two proposal numbers on the proposal form provided in the STEP 2, 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 STEP 2, Request for Proposals to be provided to those Offerors who are deemed qualified.

- **STEP 2, Questions/Clarifications** - Between the time of issuance of the STEP 2, RFP and the question submission deadline, the identified qualified Offerors are encouraged to send an email to the Procurement Manager concerning any questions they might have about the STEP 2, RFP, the scope of the project or the schedule for the STEP 2, RFP. Only questions submitted in writing will be answered in the form of an amendment/addendum to STEP 2, RFP and only those written questions and answers provided in an amendment/addendum shall be binding.

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

- **STEP 2, Determination of Most Qualified Respondents**. After evaluating the STEP 1 Statements of Qualifications received in response to this procurement, and after receiving and scoring the STEP 2, Proposals for CMAR Fee and Specified General Conditions, the Selection Committee will invite up to three of the highest scored Offerors for STEP 3, Interviews.

- **STEP 3, Interviews with Finalists** - For those proposals selected for STEP 3, Interview, notices to finalists will include the interview date and time, location where the interviews will be held and will provide the short-
PART 2: CONDITIONS GOVERNING THE STEP 1, RFQ

listed Respondents with a list of questions to be addressed by the Respondents during the interviews. Interviews are usually one hour in duration and will be held at the CNM Campus.

- **STEP 3, Final Selection** - The Selection Committee will recommend the Respondent it believes is most qualified based solely upon its review of the STEP 1, Statements of Qualifications, STEP 2, Proposals and the presentations and responses to the questions posed to the Respondents in the STEP 3, Interviews. CNM’s Governing Board will make the final selection.

- **STEP 3, Notice of Selection**. The most qualified Respondent will be notified and sent a Request for Proposal for Preconstruction Services.

- **Contract Negotiations** - CNM and the most qualified Respondent 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 STEP 2, Request for Proposals. If CNM is unable to negotiate a contract with the most qualified Respondent that it believes, in its sole discretion, is fair and reasonable, it will terminate negotiations with that Respondent and begin negotiations with the next highest scored Respondent based on the CNM Governing Board’s approval.

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

**STEP 2, Proposal Guarantee**: Respondents that are selected to submit a STEP 2, Proposal for CMAR Fee and Specified General Conditions, shall provide a verification of the Maximum Allowable Construction Cost (MACC) and furnish a Request for Proposal Bond in the amount of five (5%) percent of the MACC as required by Section 13-1-146 NMSA 1978.

**Insurance Coverage**: Respondents shall submit evidence of current insurance to cover the following required coverages. Respondents must submit with this STEP 1, RFQ 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 Respondent’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 Respondent 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 Respondent’s insurance coverage.

**Payment and Performance Bonds:** The selected Respondent 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 Respondent 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 respondent’s compliance with, and performance under, the terms and conditions of the contract resulting from this procurement. The successful respondent 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 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: STEP 1, RFQ RESPONSE FORMAT AND ORGANIZATION

Number of Responses
Only one Statement of Qualifications (SOQ) may be submitted by each individual entity in response to this STEP 1, RFQ.

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

STEP 1, 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
- Appendices
- Back Cover

STEP 1, RFQ REQUIRED DOCUMENTS, SECTIONS AND EXHIBITS

- Letter of Transmittal (providing information as required in EXHIBIT C below).
- SECTION E, Signature of Firm’s Authorized Representative. All amendments/addenda to this STEP 1, RFQ must be acknowledged on this form.
- SECTION F, Debarment/Suspension Status, Non-Collusion Affidavit and Conflict of Interest Form.
- SECTION G, New Mexico Resident & New Mexico Resident Veteran Preference Certification. If Respondent is claiming either preference, Respondent must include a copy of their current Resident or Resident Veteran Certificate issued by the New Mexico Tax & Revenue Department. If claiming the Resident Veteran preference, Respondent must check the appropriate box in SECTION G indicating the preference percent they are claiming (currently 7%, 8% or 10%).
- 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.

STEP 1, SOQ Organization
SOQs should be organized in a manner that will enable the Selection Committee to quickly access pertinent information. Sections to be provided include:
1. Letter of Transmittal. See instructions for information to be included in the Letter of Transmittal in EXHIBIT C.

2. The Respondent’s response to the requirements of the Statement of Qualifications addressed in the order in which they appear in Part 4 of this STEP 1, 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 – Copy of valid New Mexico Resident Contractor or 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 Non-Disclosure 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.

STEP 1, Statement of Qualifications Submission

1. All copies of the STEP 1, 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 respondent’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 above).

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) RFQ number
   c) Submission Due Date

3. STEP 1, SOQ submittals must be deposited at the designated location prior to the deadline time and date for receipt of SOQ indicated in the Request for Qualifications, or any extension thereof made by addendum. SOQs received after the deadline time and date for receipt of SOQs will be returned unopened. The respondent 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 STEP 1, 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 respondent.

6. Confidentiality of STEP 1, SOQs: SOQs will not be opened publicly and shall not be open to public inspection until after a respondent has been selected for award of the contract, unless otherwise required by law. A respondent 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 STEP 1, SOQs: SOQs will be reviewed for completeness, format, and compliance with the requirements of the RFQ. If any SOQ is deemed non-responsive, the respondent will be notified in writing of such determination.
PART 4: STEP 1, SOQ EVALUATION AND SELECTION PROCESS

STEP 1, EVALUATION FACTORS
STEP 1, Statements of Qualifications will be evaluated by the Selection Committee based on the evaluation factors listed below. Each prospective respondent must address all elements required by this STEP 1, RFQ. Respondents 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 respondent’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 required 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. 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 Building “J” Renovation Project participated as members of the project team for the listed project.

Past Performance in completing projects similar to the Building “J” Renovation Project (5 points). What has been the experience of your firm in completing projects of a similar size and type to the Building “J” Renovation Project? Provide a list of five completed projects. 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 Building “J” Renovation 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 the Building “J” Renovation Project 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 Building “J” Renovation Project. 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;
2.) Procurement Management including developing subcontractor interest, conducting pre-bid or pre-proposal meetings, pre-qualifying subcontractors and suppliers, receiving and evaluating bids 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 (2 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 Building “J” Renovation Project affect that plan?

**LEED Experience (3 points).** What has been your firm’s experience in completing projects achieving LEED certification? List up to five projects where your firm has participated as a member of the project team where LEED Certification was achieved. For each project listed, describe the services your firm provided that contributed to LEED certification.

**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 STEP 1, Statement of Qualifications received. The Selection Committee will identify the qualified Offerors who will be sent a STEP 2, Request for Proposals for CMAR Fee and Specified General Conditions.

Respondents asked to submit STEP 2, Proposals shall submit two proposal cost numbers on the proposal form provided in the STEP 2, RFP. The first cost proposal number shall be the Construction Manager at Risk Fee and the second cost proposal number shall be for Specified General Conditions. The terms Construction Manager at Risk Fee and Specified General Conditions will be specifically defined in the STEP 2, 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:

(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 Purchasing Department will reject the proposal of any respondent who is not a responsible respondent 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 STEP 1, SOQ submitted utilizing the evaluation factors listed above.

The Purchasing Department 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 Respondent.

**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. **Offerors must submit a copy of their valid New Mexico Resident Contractor or New Mexico Resident Veteran Contractor Certificate in their STEP 1, RFQ response in order to have the additional percentage(s) of the possible evaluation points added to their scores.**

To complete STEP 2, each Selection Committee Member’s scores from STEP 1 will be added to the STEP 2 points determined by the Purchasing Department. The most points possible by adding STEPS 1 & 2
PART 4: STEP 1, SOQ EVALUATION AND SELECTION PROCESS

together is 75 points (plus any applicable New Mexico Resident or New Mexico Resident Veteran preference points).

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 Respondents to be invited to participate in the STEP 3, Interviews.

STEP 3, Interviews
The Selection Committee will invite the short listed Respondents to the STEP 3, Interviews. Prior to the Interviews, the short listed Respondents 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 Respondents 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 Respondent’s presentation in the interview together with its responses of to the questions posed by the Selection Committee.

Each member’s point totals will be added to the total scores from STEPS 1 & 2, resulting in a FINAL score for each Respondent.

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

Final Score:
(All maximum points below may be increased to include applicable New Mexico Resident or New Mexico Resident Veteran preference points)

STEP 1, SOQ: 50 Points
STEP 2, RFP: 25 Points
STEP 3, Interviews: 25 Points
Total Possible Points: 100 Points

All three STEPS are used to determine each Respondent’s final score.

The final score of the short listed Respondents will be provided to the CNM Governing Board for review and approval. CNM’s Governing Board must approve the recommended Respondent for award of the project to the apparent awardee.

Final Selection:
Upon approval by CNM’s Governing Board, the highest scored Respondent will be sent a Request for Proposal for Preconstruction Services. If CNM is successful in negotiating an agreement for Preconstruction Services with the highest scored Respondent that CNM believes is fair and reasonable, a Contract for Construction Manager at Risk Services will be awarded to that Respondent. The Contract for Construction Manager at Risk Services shall include the CMAR Fee and Specified General Conditions as bid by the
selected Respondent. If CNM and the highest scored Respondent are unable to reach an agreement, negotiations with that Respondent will be terminated and CNM will open negotiations with the second highest scored Respondent, 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 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, A Building, Room #A109, Albuquerque, New Mexico 87106.
SECTION B: RFQ STANDARD PROPOSAL TERMS AND CONDITIONS

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 notice 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 are 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 or 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 whole or in part for other contractors through 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
SECTION B: RFQ STANDARD PROPOSAL TERMS AND CONDITIONS

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. RESPONDENT QUALIFICATIONS. The selection committee may make such investigations as necessary to determine the ability of the respondent to adhere to the requirements specified within this RFQ. The selection committee will reject the proposal of any respondent who is not a responsible respondent 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.
SECTION B: RFQ STANDARD PROPOSAL TERMS AND CONDITIONS

d. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the CNM Buyer. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror. Vendors, which have not been selected, shall be so notified in writing within twenty-one days after an award is made through a posting to the CNM website

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. Complete 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 that he/she has had the opportunity to inspect the site and warn 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 their contractual obligations. The drawings and or specifications indicate materials or construction in excess of the code requirements, the drawings and or specifications shall govern. 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.

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.
SECTION B: RFQ STANDARD PROPOSAL TERMS AND CONDITIONS

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.

74. WAGE RATES AND PAYROLL SUBMITTALS: For all federally funded construction projects greater than $2,000, the
SECTION B: RFQ STANDARD PROPOSAL TERMS AND CONDITIONS

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.

78. REQUIREMENTS FOR CRIMINAL BACKGROUND AND SEX OFFENDER CHECKS: With respect to all persons employed or contracted by Contractor to perform services under this Agreement (including subcontractors), the Contractor warrants that pre-employment or pre-contracting criminal background and sex offender registry checks are conducted, at its own expense, on all personnel directly performing services under this Agreement (which shall include but not be limited to, all such persons who shall come on to the premises of Owner in the performance of their duties or tasks). The Contractor will be responsible for insuring that federal, state and county of residence criminal and sex offender background checks are conducted on all personnel so employed or contracted and shall exclude from any direct participation in the performance of the services any dishonest, unreasonably dangerous or otherwise unqualified persons. The criminal background and sex offender checks must demonstrate that workers have no convictions or pending criminal charges that would render any worker unsuitable for regular contact with minors. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses. The Contractor will abide by all applicable laws, rules, regulations and/or any equal opportunity laws, rules, regulations or ordinances. The Contractor agrees to defend, indemnify and hold harmless the Owner, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty.

79. EMPLOYEES PERFORMANCE AND CONDUCT: The Contractor certifies that its employees and the employees of its subcontractors will be instructed to be professional and courteous in all of their dealings with the Owner and its faculty, staff, and/or students, as well as any other customers, contractors or individuals with whom the Contractor, including its subcontractors, comes in contact as a result of this Agreement or in the course of providing goods or services hereunder. If the Owner, in its sole discretion, reasonably believes that an employee, agent or subcontractor of the Contractor assigned to provide goods or services to the Owner pursuant to this Agreement has engaged in conduct inconsistent with the requirements of this paragraph, then the Owner may so notify the Contractor and the Contractor shall promptly reassign said employee, agent or subcontractor so that they will no longer provide goods or services pursuant to this Agreement. The requirements of this paragraph shall also apply to all subcontractors and subcontractors’ employees brought in by the Contractor to provide goods or services under this Agreement.

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 respondent’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.
SECTION B: RFQ STANDARD PROPOSAL TERMS AND CONDITIONS

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.

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.
SECTION C: GENERAL TERMS AND CONDITIONS

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 shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

10. Discounts. Any discount time will not begin until the materials, supplies, or services have been received and accepted and
**SECTION C: GENERAL TERMS AND CONDITIONS**

correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

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 13-1-24 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 -27, 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)

Number date Number date Number date Number date

Signature of Member Authorized to Sign for Firm_____________________________________

Printed/Typed Name and Title of Individual Signing____________________________________

RFQ/RFP # P-372, Step 1, Advertised January 4, 2015
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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 _________________________________________________________

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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 New Mexico Resident Veteran 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 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 ______________________ services, as described in Request for Proposals # P-372 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.
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]

Signature: ____________________________  Signature: ____________________________
Print Name: ____________________________  Print Name: ____________________________
Title: ____________________________  Title: ____________________________
Date: ____________________________  Date: ____________________________

Contractor Employees who will have access:

Print Name: ____________________________
Signature: ____________________________
Title: ____________________________
EXHIBIT A: NON-DISCLOSURE AGREEMENT

Date: ___________________________
Print Name: ______________________
Signature: ________________________
Title: ___________________________
Date: ____________________________
Print Name: ______________________
Signature: ________________________
Title: ___________________________
Date: ____________________________
EXHIBIT B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

“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
"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)
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 respondent.
7. Provide firm’s Federal ID Number, New Mexico Contractor’s license number (include a current copy of the license), New Mexico Gross Receipts Tax number and active Labor Enforcement Fund Public Works Registration number with the New Mexico Department of Workforce Solutions (include a current copy of the Certificate of Public Works Registration).
8. Indicate the scope of work for which the respondent intends to submit a bid to complete with its own forces.
9. Be signed by a person authorized to contractually obligate the respondent. If more than one company forms a team to submit a joint proposal an authorized representative of each company must sign the proposal.
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 Date</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.