Request for Qualifications (RFQ)
Step 1 of 3

CONSTRUCTION MANAGER AT RISK:
REMODEL OF JONES HALL

RFQ# 1907001

Release Date: 29 July 2018

Statement Qualifications Deadline: 29 August 2018 at 2:00 PM MST

Deliver responses to:

The New Mexico Institute of Mining and Technology
Purchasing Services Office, Brown Hall, Rm 110
801 Leroy Place
Socorro, NM 87801
Attn: RFQ 1907001
## Table of Contents

### Definitions ........................................................................................................................................... 4

### Section 1 General information ........................................................................................................ 6
  - Instructions for Preparation and Submittal of Qualifications ............................................................ 6
  - Step 1 time line: .................................................................................................................................... 6
  - Step 2 time line: ................................................................................................................................... 6
  - Step 3 time line: .................................................................................................................................... 7
  - Project Summary: .................................................................................................................................. 7
  - Schedule: ............................................................................................................................................. 7
  - Maximum Allowable Construction Cost (MACC): .............................................................................. 7
  - Specific Project Requirements ............................................................................................................. 7
  - Overall Facility & Site Description ...................................................................................................... 8
  - Organizational Profile .......................................................................................................................... 8
  - Contractor Qualifications ................................................................................................................... 8
  - Scope of Work: ..................................................................................................................................... 8

### Section 2 Conditions of the Proposal ............................................................................................... 10
  - Explanation of Steps ............................................................................................................................ 10
  - Proposal Guarantee ............................................................................................................................. 11
  - Insurance Coverage ............................................................................................................................. 11
  - Payment and Performance Bonds ..................................................................................................... 11
  - Licensing Requirement ....................................................................................................................... 11
  - Conduct of Personnel .......................................................................................................................... 11

### Section 3 Format and Organization .................................................................................................. 12
  - Response ............................................................................................................................................ 12
  - Format ............................................................................................................................................... 12
  - List of required sections, attachments and exhibits ........................................................................... 12
  - Request for Qualifications Submittal ................................................................................................. 12
  - Submittal of RFQ: ............................................................................................................................... 12
  - Delivery: ............................................................................................................................................ 12
  - Receipt: .............................................................................................................................................. 13
  - Modification: ..................................................................................................................................... 13
  - Late Submission ................................................................................................................................. 13
  - Withdrawal ........................................................................................................................................ 13
  - Respondent Information .................................................................................................................... 13
  - Confidentiality ................................................................................................................................... 13
  - Respondent Assistance ....................................................................................................................... 13
  - Employee Interest ............................................................................................................................... 13
  - Response Evaluation ......................................................................................................................... 13

### Section 4 Evaluation and Selection Process ...................................................................................... 14
  - Evaluation Factors: ............................................................................................................................. 14
  - Transmittal Letter: ............................................................................................................................... 14
  - Past Performance of the Offeror in completing CMAR projects or projects with a Guaranteed Maximum Price ..................................................................................................................... 14
  - Past Performance in completing similar projects Non-CMAR ............................................................. 14
  - Presentation of the Project Team ....................................................................................................... 14
  - Concept of the Proposal .................................................................................................................... 14
Ability of the Offeror to meet time and budget requirements ................................................................. 15
Offeror’s experience and utilization of subcontractors and material suppliers in New Mexico ........................... 15
Recent, current and projected workloads ........................................................................................................ 15
Step 2, Request for Proposals .................................................................................................................................. 15
Selection Process ..................................................................................................................................................... 15
New Mexico Resident Contractor Preference ................................................................................................. 16
New Mexico Resident Veteran Contractor Preference ..................................................................................... 16
STEP 3, Interviews ................................................................................................................................................ 16
Final Ranking: ..................................................................................................................................................... 16
Final Selection: .................................................................................................................................................... 17

Attachment 1 STANDARD TERMS AND CONDITIONS ........................................................................ 18
Attachment 2 RESPONSE ................................................................................................................................. 23
Attachment 3 Current Active Projects .............................................................................................................. 24
Attachment 4 RESIDENT VETERANS PREFERENCE CERTIFICATION .................................................. 25
Attachment 5 CAMPAIGN CONTRIBUTION DISCLOSURE FORM ....................................................... 26
Attachment 6 Compliance with Regulatory Agencies ..................................................................................... 28
Attachment 7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS .................................................................................................................. 29
Attachment 8 NON-COLLUSION AFFIDAVIT ............................................................................................ 30
Attachment 9 REQUEST FOR QUALIFICATION STATEMENTS ............................................................. 31
Definitions

1 The term "Contract Documents" shall mean the Agreement, General and Supplementary Conditions, completed Proposal Form, Drawings, Specifications, and authorized Addenda and Change Orders.

2 The term "Proposal Documents" shall mean all of the Contract Documents, Advertisement for Proposals, Instructions to Proposers, and other information provided for the purpose of preparation of proposals for performance of the Work.

3 The term "Contract" shall mean this Contract, entered into by virtue of these complete Proposal Documents. The term "contract(s)" shall mean any other contract(s), separate and distinct from this Contract.

4 The term "Contract Sum" shall mean the dollar amount stated in the Agreement, or that amount as modified by Change Order, including the Base Proposal, awarded Proposal Lots, Additive Alternates, and applicable Unit Prices as stated in the Proposal Form.

5 The term "Addendum" or "Addenda" shall mean a change or changes to the Proposal Requirements and Contract Documents issued by the Architect prior to proposal due date.

6 The term "Change Order" shall mean a written order from the Architect to the Contractor issued after execution of the Contract authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time, and, which when fully executed, shall be signed by the Contractor, the Architect, and Owner, or their respective representatives.

7 "The Work" comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

8 "The Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

9 "Notice to Proceed" shall mean written notice to the Contractor from Owner's representative(s) to begin performance of the Work required by the Contract Documents.

10 Unless otherwise provided, the "Contract Time" is the period of time allotted in the Contract Documents from date of Notice to Proceed to Substantial Completion of the Work, including authorized adjustments thereto.

11 The actual date of "Commencement" of the Work shall not be later than ten (10) days after the date of receipt of Notice to Proceed.

12 The actual date of "Substantial Completion" of the Work or designated portion thereof is the date certified in writing by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

13 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

14 The term "New Mexico Gross Receipts Tax" or "NMGRT" as used in the Contract Documents, in Applications for Payment, and in Certificates for Payment shall be defined as including all applicable Local Options Taxes.

15 "Drawings" and "drawings" shall be any plans, details, sections, elevations, and other drawings under title of this project.

16 "Specifications" shall mean the written, qualitative requirements for products, materials, and workmanship, as well as written procedural and administrative requirements of the Work. All Sections of Divisions 1 through, and including Division 49, are Specifications.

17 "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
18 "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials, product or system for some portion of the Work.

19 "Samples" are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

20 The terms "approved" and "directed" shall mean as approved and directed by the Architect.

21 "Best", "good" and "proper" shall signify the best possible and most workmanlike manner and using the best materials known to the trade.

22 "Furnish" shall mean to supply and deliver to the project site, ready for installation.

23 "Install" shall mean to place in position, ready for service or use. "Provide" shall mean to furnish and install, complete and ready for intended use.
Section 1 General information

This is a Construction Manager at Risk Project (CMAR) pursuant to 13-1-124.1 through 13-1-124.5 NMSA (1978). This Request for Qualification (RFQ) is Step 1 of a three step procurement process for Construction Manager at Risk Services (CMAR). The three steps of the entire procurement process are:

1) Step 1: Request for Qualifications (RFQ). Step 1 is to issue a Request for Qualifications (RFQ). The Responses received via the RFQ will be evaluated to determine acceptability of the Respondent’s qualifications for the project.

2) Step 2: Request for Proposals (RFP). Step 2 is to issue Request for Proposals to all General Contractors (GC) determined to be technically acceptable under Step 1. Only the GCs that are determined to be technically acceptable under the first step will be allowed to participate in Step 2. Under Step 2, the top three proposals will be selected and will move on to Step 3.

3) Step 3: Interviews. Step 3 will be interviews and then a final selection will be made and a contract awarded.

Instructions for Preparation and Submittal of Qualifications

The Purchasing Services Office, on behalf of the Board of Regents of the New Mexico Institute of Mining and Technology (NMIMT), seeks written responses from qualified companies for Construction Manager at Risk: Remodel of Jones Hall. Due date for receipt of response is 2:00 P.M. local time on 29 Aug 2018. Date and time of receipt will be stamped on the response by the Purchasing Office and held in a secure place. Responses received later than the due date and time will not be considered.

Clarification of instructions, terms and conditions, insurance, and preparation or submission of responses shall be made only by the Purchasing Office. Questions will not be accepted or answered by telephone. Questions must be submitted in writing and should be restricted to clarification and/or amplification of the RFQ. Respondents should reference their questions to specific RFQ sections, paragraphs and page numbers. Question may be faxed to 575.835.5887, Attn: Richard Hildebrandt or by emailing them to Richard.Hildebrandt@nmt.edu. All questions must be submitted no later than 5:00 P.M. seven (7) calendar days before the RFQ response is due. Questions and their answers will be incorporated into an addendum which will be posted on the Purchasing website at http://www.nmt.edu/finance/purchasing/rfq.php. Please check the website often for updates to the RFQ. Receipt of addenda must be noted on the response confirming the receipt of any and all amendments.

No other source within NMIMT is authorized to explain, interpret, or give information concerning the Request for Qualifications document. Further, no contact between the responders and the end-users of the good or services is permitted during the whole CMAR process.

This Request for Qualifications implies no obligation on the part of NMIMT, nor does NMIMT’s silence imply any acceptance or rejection of any Responses. NMIMT reserves the right to accept or reject any or all Responses. Further, NMIMT may waive any technicalities or informalities in the Response if in the best interests of NMIMT. Incomplete Responses may result in dismissal of all or part of the Response. NMIMT reserves the right to request clarification and modification of any Statement of Qualifications submitted prior to any contract award. This RFQ and the resulting RFP are subject to all NMIMT Terms and Conditions contained in this document.

Step 1 time line:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFQ</td>
<td>29 Jul 2018</td>
</tr>
<tr>
<td>Mandatory Pre-RFQ Conference and Site Visit</td>
<td>06 Aug 2018</td>
</tr>
<tr>
<td>All questions / clarifications due from General Contractors</td>
<td>20 Aug 2018</td>
</tr>
<tr>
<td>RFQ responses due from General Contractors</td>
<td>29 Aug 2018</td>
</tr>
<tr>
<td>Committee evaluates all responses and prepares for Step 2</td>
<td></td>
</tr>
<tr>
<td>Issuance of RFP to qualified General Contractors</td>
<td>04 Sep 2018</td>
</tr>
</tbody>
</table>

Step 2 time line:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>10 Sep 2018</td>
</tr>
<tr>
<td>Mandatory Pre-proposal Conference</td>
<td>17 Sep 2018</td>
</tr>
<tr>
<td>All questions / clarifications due from General Contractors</td>
<td>19 Sep 2018</td>
</tr>
<tr>
<td>Proposals due</td>
<td>24 Sep 2018</td>
</tr>
<tr>
<td>Committee evaluates all responses and prepares for Step 3</td>
<td></td>
</tr>
<tr>
<td>3 top General Contractors are selected</td>
<td>09 Oct 2018</td>
</tr>
</tbody>
</table>
Step 3 time line:
Interviews are scheduled  _11 Oct 2018_
General Contractor is selected  _19 Oct 2017_
Final Scores released and apparent awardee is notified  _23 Oct 2018_

Note: NMIMT reserves the right to change these time lines if circumstances warrant.

Project Summary
The Purchasing Services Office, on behalf of the board of Regents of the New Mexico Institute of Mining and Technology (NMIMT), requests Qualification Statements for the remodel of Jones Hall. It is NMIMT’s intent to award a single contract for the Construction Manager at Risk: Remodel of Jones Hall. Van H. Gilbert Architect is the architect on the project and Bridgers & Paxton is their engineer of record. There are drawings which will need to be extensively modified to bring the construction project under budget.

Schedule
100% drawings have been created; however, those will need to be adjusted by identifying areas where there are cost savings potential. The drawings are by Van H. Gilbert Architects.


Complete sets of proposal documents may be obtained for $250.00 deposit by licensed contractors. General contractors may request a maximum five (5) complete sets of proposal documents; subcontractors a maximum of two (2) complete sets.

Architect/Engineer’s Office: Van H. Gilbert Architect PC
2428 Baylor Drive SE Albuquerque, NM 87106 505/247-9955
F: 505/247-1826
slloyd@vhgarchitect.com

Proposal Documents are available for inspection without charge at the following:

Builder’s News and Planroom 
3435 Princeton N.E. 
Albuquerque, NM 87102
505/884-1752
F: 505/883-1627
buildersnews@live.com

Construction Reporter 
4901 Mcleod Rd., Ste. 200A 
Albuquerque, NM 87109
505/243-9793
F: 505/242-4758
sarahm@constructionreporter.com
[www.constructionreporter.com](http://www.constructionreporter.com)

Deposit is refundable if documents are returned completely including any addenda and in serviceable condition to Albuquerque Reprographics, Inc. No partial sets will be issued. The Documents can be viewed electronically at an FTP site maintained by Albuquerque Reprographics. Viewing the Documents on the FTP site does not release the viewer from the responsibility for the content of the entire set of Documents. All plan deposits shall be company check or cashiers check made payable to NMIMT. No cash will be accepted.

The construction is scheduled to begin in February 2019 and completed within ten (10) months.

Maximum Allowable Construction Cost (MACC)
The MACC for this project is: $7,790,000 including NMGRT

Specific Project Requirements
The GC will need to provide a phasing plan and sequence of work that will be of minimal disruption as possible to the occupants. Included will be disruptions to building utilities and proposed outage durations. This building will remain occupied during construction so outages will need to be planned in advance and kept to a minimum.
Large equipment will be kept in place as it is cost prohibitive to move. Temporary protection will need to be constructed around equipment when work is taking place in that location. – Equipment and room numbers will be provided at the Mandatory Site Visit on 06 Aug 2018

**Overall Facility & Site Description**

Jones Hall is a two-story 44,830 square foot facility located on the NMIMT campus which currently houses the Materials Engineering department. Jones Hall was constructed in 1978 using steel beams and concrete walls with an exterior insulation and finish system. The roof is a built-up foam, flat pitch with roof top mounted swamp coolers and gas fired furnaces. During the renovation the building will remain occupied. The building is comprised for laboratories, classrooms, conference rooms, and faculty / staff offices.

This renovation will include:

1) Removing existing swamp coolers and replacing them with high efficiency chilled water air handlers
2) Replacing ductwork throughout building that is corroded and failing
3) Upgrading the building controls system to direct digital controls that will allow for the use of variable frequency drives, pumps and variable volume HVAC units
4) Upgrade lighting to high efficiency LED bulbs
5) Reconfiguration of existing lab space on 1st floor to better accommodate the Materials Engineering department
6) Removing some of the existing fume hoods and benches and reconfiguration of space on 2nd floor to accommodate Chemical Engineering department
7) Connect building HVAC to campus chilled water loop and build out of new mechanical room
8) Replace existing roof with new TPO style roof
9) Converting current stock room into 2 general use classrooms on 2nd floor
10) Replace exterior windows
11) New EIFS system

**Organizational Profile**

New Mexico Institute of Mining and Technology (NMIMT) is a small research university that has a science and engineering focus. NMIMT is located in Socorro, New Mexico and is an institute of higher education offering both undergraduate and graduate degrees. It serves approximately 2,000 students from the U.S. and a number of foreign countries. NMIMT serves a diverse population of students and employees by integrating education, research, public service, and economic development through its science and engineering departments.

**Contractor Qualifications**

The General Contractor for Jones Hall Renovation must demonstrate in their proposal that they have the experience necessary to complete the work as required by the renovation project. As part of the proposal, The General Contractor will list subcontractors, as applicable, for mechanical, electrical, plumbing, HVAC, roofing, casework, carpentry, fire suppression, painting, and flooring. Each subcontractor will provide information on three past projects of similar size and scope to Jones Hall and include project cost and reference for each. NMIMT reserves the right to reject the use of any subcontractor who is deemed unqualified for this project by the Project Team.

**Scope of Work**

The GC shall actively participate as a valued member of the Project Team. Other professional members will include NMIMT employees, Van H. Gilbert Architect, and Bridgers & Paxton engineers. With a majority of the design work already accomplished, the normal pre-construction activities will be slightly reduced. The GC will be required to attending meetings with the Project Team to discuss the design work already accomplished and offer advice and insight on process improvements which can result in cost savings to NMIMT through Value Engineering and assessing alternative construction methods or construction materials.

Safety is a priority and the GC will need to identify safe work practices and requirements for the construction. The building will be occupied during the remodel, which makes it critical that a safety plan is in place. The GC will be responsible for assessing and recommending site logistics and develop a plan for phasing and sequencing of the work.

The GC shall propose a Guaranteed Maximum Price (GMP) for the work to be performed. The GC should indicate the percentage of the GMP that it proposes to be performed with its own workforce. The GC will work with the Project Team to
develop subcontractor interest in the projects, conduct pre-proposal and pre-construction meetings and advise the Project Team on bids or proposals, and evaluate submissions by potential subcontractors.

All work will be managed and supervised by the GC. This shall include complete projection documentation and punch list work, as well as any issues that arise during the Warranty period.
Section 2 Conditions of the Proposal

Explanation of Steps

Step 1: issue RFQ. This RFQ issued under the provisions of 13-1-124.1 – 13-1-124.5 NMSA (1978).

Step 1: Mandatory Pre-RFQ Conference. General Contractors (GC) who are interested in this project are required to attend the mandatory pre-RFQ conference and site visit. This is the opportunity for GC to see the site and ask questions regarding the project. All attendees shall be required to sign-in, and only those GCs who attend the pre-RFQ event shall be able to respond to the RFQ.

Step 1: Questions / Clarifications. Built into the time is an opportunity for GC to ask questions prior to their submission of an RFQ. Those questions regarding the RFQ, the project or the schedule shall be put into writing and submitted to the Chief Procurement Officer before the deadline established on this RFQ.

Step 1: RFQ Amendments. All questions and official responses shall be issued in an amendment to the RFQ. The amendment will be emailed to all interested GCs and posted on the NMIMT Purchasing Services Office website at: http://www.nmt.edu/finance/purchasing/rfp.php It is the responsibility of potential Respondents to check the NMIMT Purchasing Services website for all amendments and information regarding this RFQ. Should there be delays in the Step 1 time line, the response due date will be extended by amendment.

Step 1: RFQ due date. Responses received on time will be reviewed for completeness by the Purchasing Services Office before being shared with the Project Team. Responses which are deemed non-responsible or non-responsive will be returned to the firm with a letter of explanation. Responses received after the RFQ due date will be returned as non-responsive.

Step 1: RFQ evaluation. The Project Team will review each response, score them against the RFQ criteria, and identify those top scoring GCs who will move on to Step 2, Request for Proposal (RFP).

Step 2: Request for Proposal (RFP). The GCs who qualified during the RFQ phase in Step 1, now move to the RFP phase. The GCs shall submit two (2) proposal numbers on the forms provided in this RFP package. The first number the GC shall submit is the Construction Manager at Risk fee; the second number submitted is for the Specific General Conditions.

Step 2: Mandatory Pre-Proposal Conference. Qualified GCs are required to attend this meeting. This will provide the GCs an opportunity to visit Jones Hall and speak to the NMIMT representatives regarding the work under this RFP. A sign-in sheet will be provided. GCs who do not attend the meeting shall not be allowed to submit a response to the RFP.

Step 2: Questions / Clarifications. GCs who attend the conference must submit questions or requests for clarification prior to the question / clarification submission deadline. Questions / clarifications pertaining to the RFP, scope of the project, and the project schedule should be submitting via email to the Chief Procurement Officer.

Step 2: RFP Amendments. All questions and official responses shall be issued in an amendment to the RFP. The amendment will be emailed to all qualified GCs and posted on the NMIMT Purchasing Services Office website at: http://www.nmt.edu/finance/purchasing/rfp.php It is the responsibility of potential GCs to check the NMIMT Purchasing Services website for all amendments and information regarding this RFP. Should there be delays in the Step 2 time line, the response due date will be extended by amendment.

Step 2: RFP Submittal. All proposals must be submitted by the date and time established in the RFP and amendments thereto. Proposals received after that date and time will be returned as non-responsive. All proposals will be opened by the Chief Procurement Officer and NMIMT witnesses. The proposals will be reviewed for compliance with the RFP, any proposals identified as non-responsive and non-responsible will be returned with a written letter of determination to the GC. Any protest will be handled as outlined in 13-1-172 through 13-1-176 NMSA (1978).

Step 2: Qualifying of the top GCs. Once the proposals for CMAR Fee and Specified General Conditions have been evaluated and scored by the Project Team, the top three (3) GCs shall move to Step 3 Interviews.

Step 3: Interviews. Those selected for an interview will be notified of the date, time and location on the NMIMT campus. Those GCs will be provided with a list of interview questions to be addressed during the interview which should be approximately one hour in duration.
Step 3: Final selection. The Project Team will provide a written recommend of the ranking of the top three (3) GCs to the NMIMT Board of Regents for their consideration. Those rankings will be based on the Project Team’s combined results of the Request for Qualifications, Request for Proposals and final interview.

Step 3: Notice of Selection and negotiations. Upon approval by the NMIMT Board of Regents, the top selected General Contractor will be notified and sent a Request for Proposal for Preconstruction Services. NMIMT and the General Contractor shall begin negotiations as soon as possible after the notification. Should NMIMT and the GC fail to negotiation an acceptable contract, NMIMT at its sole discretion will terminate negotiations and begin negotiations with the next ranked firm.

Step 3: Notice of Award. In accordance with 13-1-124.4 NMSA, The Chief Procurement Officer will notify all finalists in writing of the final award within fifteen (15) calendar days of the award.

Proposal Guarantee
GCs who are selected under the RFQ will then move to the RFP step. Those GCs shall submit a proposal for CMAR Fee and Specified General Conditions along with verification of the MACC and furnish

Insurance Coverage
Any GC performing services on the premises of NMIMT, or on behalf of NMIMT, is required to carry the following minimum insurance coverage. All primary insurance shall remain in effect for the entire term of the contract and may not be reduced or canceled without a forty-five (45) day prior written notice to NMIMT. NMIMT shall be named as additional insured and the Certificate Holder on the ACORD 25.

1) Workers Compensation and Employer’s Liability Insurance – the minimum allowed by New Mexico law, but no less than $500,000
2) Commercial General Bodily Injury and Property Damage Liability – not less than $1,000,000 per occurrence or in the aggregate of $2,000,000
3) 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 per occurrence and in the aggregate of $2,000,000
4) Commercial Auto Liability – the GC will maintain vehicle liability insurance coverage for all vehicles (owned, non-owned, or hired) in an amount not less than $1,000,000 combined single limit liability for bodily injury, including death, and property damage in any one occurrence

Payment and Performance Bonds
The GC awarded the contract shall submit Payment and Performance Bonds for the full amount of the construction cost prior to NMIMT issuing a Notice to Proceed.

Licensing Requirement
Each Respondent must have a current and active New Mexico business license as issued by the Construction Industries Division for the work to be performed under the contract. Additionally, the Respondent must maintain an active registration with the New Mexico Department of Workforce Solutions.

Conduct of Personnel
GC and subcontractor personnel performing work on the NMIMT campus shall conduct themselves in an appropriate manner. NMIMT reserves the right to request immediate removal of any personnel it considers to be exhibiting inappropriate behavior.
Section 3  Format and Organization

Response
Only one Request for Qualifications (RFQ) may be submitted by each individual entity in response to this RFQ. Please submit one (1) original and five (5) copies.

Format
The response should be typewritten on 8.5” x 11” paper with the exception of charts or spreadsheets which may be submitted on larger sized paper. Double-sided print is permitted and all responses should be bound with tabs delineating each section. Any corrections to the documents must be initialed. The maximum page length is twenty (20) page count which shall include:

1) Front cover
2) Transmittal Letter
3) Table of Contents
4) Divider Pages
5) Attachments
6) Appendices
7) Back Cover

List of required sections, attachments and exhibits
1) Letter of Transmittal
2) Response with signature and acknowledgement of addenda
3) Copy of valid New Mexico Resident Contractor or New Mexico Resident Veteran Contractor Certificate
4) Campaign Contribution Disclosure Form
5) Debarment and Suspension
6) Non-Collusion Affidavit
7) Current Active Projects
8) Surety Declaration
9) Proof of Insurance

Note: Failure of any respondent to complete and provide these required documents shall render the response as non-responsive and the response shall not be rejected.

Request for Qualifications Submittal
Submit six (6) complete copies (1 original and 5 copies) in one sealed opaque envelope, package, or box. Address:

New Mexico Institute of Mining and Technology
801 Leroy Place
Brown Hall, Room 110
Socorro, NM  87801
Attn: RFQ 1907001

Note: the Purchasing Office is closed at lunch M-F from noon until 1:00 p.m. if hand delivering, please time your arrival accordingly.

Submittal of RFQ
Responses may be hand-carried, mailed by USPS or sent by express service. No response which is oral, faxed or emailed will be considered.

Delivery
It is the sole responsibility of the Respondent to see that their Response is delivered by the date and time specified in this RFQ. Respondents should never leave a response with any NMIMT office or individual for delivery to the purchasing office.
Receipt
All responses will be date stamped and logged upon receipt by the NMIMT Purchasing Services Office personnel and held until the date and time of opening.

Modification
The Response may be modified or withdrawn prior to the established due date in accordance with the requirements of the New Mexico Procurement Code 13-1-1 et seq. NMSA 1984 Supp.

Late Submission
Any Response received after the scheduled closing time for receiving Responses will not be considered and will be returned to the Respondent unopened.

Withdrawal
Prior to award, Response may be withdrawn anytime by written notice, or in person by Respondent’s authorized representative.

Respondent Information
Each Response must give the complete mailing address of the Respondents and must be signed by the Respondents with the Respondent’s legal authorized signature. A Response by partnerships must be signed by one of the members of the of the partnership or by an authorized representative. Responses by corporations must be signed and sealed in the name of the corporation followed by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. The names of all persons signed should be typed or printed below the signature. Unsigned Responses will be considered non-responsive and returned to the Respondents.

Confidentiality
Responses will not be opened publicly but shall be opened in the presence of the Chief Procurement Officer and one or more NMIMT representatives. A Respondent may label any confidential pages as such. Pricing and information concerning specifications cannot be considered confidential. Under the New Mexico Inspection of Public Records Act 14-2 NMSA 1978, all documents pertaining to this procurement will become public upon award of a contract. NMIMT will make a determination as to whether information marked confidential is subject to public inspection.

Respondent Assistance
If a Respondent has assisted with the development of the specifications, that Respondent MAY NOT submit a Response.

Employee Interest
No employee of NMIMT shall have any direct financial interest in any contract with NMIMT. Any violation of this provision will render the contract void, unless it is approved by the Board of Regents after full disclosure.

Response Evaluation
All responses received will be reviewed for completeness, signature, and compliance with the instructions of this RFQ. Any response which is lacking the required information will be rejected as non-responsive and the Respondent will be notified in writing.
Section 4 Evaluation and Selection Process

Evaluation Factors

Step 1, Statements of Qualifications will be evaluated by the selection committee based on the evaluation factors listed below. The Selection Committee will be comprised of three to five (3-5) NMIMT employees plus a representative from Van H. Gilbert Architects and Bridgers & Paxton. Each prospective proposer shall address all elements required by this RFQ. In making evaluations and determinations, NMIMT is not restricted to the minimum information required for SOQs and any relevant information regarding the evaluation criteria from reliable sources may be considered.

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

Transmittal Letter:
Offerors shall submit a Letter of Interest signed by a Principal of the firm. The transmittal letter shall:
1) Be no more than two (2) pages long.
2) Explicitly indicate the acceptance of the Request for Qualifications General Requirements and NMIMT Standard Terms and Conditions.
3) Contain the firm’s Federal ID number, New Mexico Contractor’s license number, and the firm’s New Mexico Gross Receipts Tax Number.
4) Indicate the scope of work for which the proposer intends to complete with its own personnel and what work will be completed by subs.

Past Performance of the Offeror in completing CMAR projects or projects with a Guaranteed Maximum Price (15 points)
1) What experience does your firm have in completing CMAR projects or projects with a Guaranteed Maximum Price?
2) Provide a list of three completed projects that are similar in scope to the Jones Hall Renovation.
3) For each project listed provide the final cost and time of construction.
4) Provide a list of any of the personnel presented in your project team that participated on the listed projects.
5) Provide a reference for each listed project, with complete contact information, which is familiar with your firm’s performance in completing the project.

Past Performance in completing similar projects Non-CMAR (10 points)
1) What is your firm’s past experience in completing projects of a similar size and type to the Jones Hall Project?
2) Provide a list of three completed projects with an emphasis on Higher Education that are similar in scope and cost to the Jones Hall Renovation Project.
3) For each project listed provide the final cost and time of construction.
4) Provide a list of any of the personnel presented in your project team that participated on the listed projects.
5) Provide a reference for each listed project, with complete contact information, which is familiar with your firm’s performance in completing the project.

Presentation of the Project Team (15 points)
1) Describe the organization that will be handling:
   a. Preconstruction
   b. Procurement
   c. Construction
   d. Closeout and Warranty
2) Provide the qualifications, experience and hourly rate (for Preconstruction Services) for each of the above.

Concept of the Proposal (20 points)
Describe all of the major challenges you anticipate the Project Team will encounter in completing the Jones Hall Renovation work. How will your firm address the challenges? Provide your plan to address the following contractual responsibilities of the CMAR:
1.) Preconstruction Services, including estimating, scheduling, constructability reviews, logistics planning and value engineering for the projects;
2.) Procurement Management including developing subcontractor interest, conducting pre-bid or pre-proposal meetings, pre-qualifying subcontractors and suppliers, receiving and evaluating bids and proposals, and entering into contracts;
3.) Construction Management Services including services to ensure a quality product is delivered on time and within budget;
4.) Safety and Site Management including the services to be rendered and plans to be developed in connection with student, faculty and worker safety, hazardous material control, fire protection, emergency medical response and site security;
5.) Commissioning, start-up services and follow through to ensure that all building systems are in full operation at substantial completion.
6.) Project Closeout Services to ensure that as-built documentation is accurate, maintenance and operation manuals are complete, warranty and guarantees are provided and NMIMT 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 NMIMT 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 NMIMT.
9.) Provision of information required for NMIMT to apply for and receive utility rebates to which it might be entitled.

Ability of the Offeror to meet time and budget requirements (5 points)
Provide the following information for each of the projects listed above in your firm's Past Performance response.
1.) Owner's original construction estimate.
2.) Original guaranteed maximum price.
3.) Final Contract Cost.
4.) Original completion date.
5.) Actual date of Substantial Completion.

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

Recent, current and projected workloads (5 points)
1) What is your firm’s annual volume (in dollars) of construction for the past five years?
2) What is your firm’s anticipated volume for the current year?
3) What is your plan for the next two years?
4) How would your firm’s participation in the Jones Hall Renovation Project affect that plan?

Maximum Score for STEP 1, Statement of Qualifications: 75 points

Step 2, Request for Proposals
The Selection Committee will review each responsive Statement of Qualification received. The Selection Committee will identify the qualified offerors. Only the qualified offerors will be sent a STEP 2, Request for Proposal for CMAR Fee and Specified General Conditions.
Qualified Offerors must submit two(2) separate proposal amounts on the proposal form provided in the RFP. The first amount will be the Construction Manager at Risk Fee and the second amount will be for the Specified General Conditions. The terms “Construction Manager at Risk Fee” and “Specified General Conditions” will be specifically defined in the RFP. 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:

Selection Process
NMIMT’s Purchasing Department will review all STEP 1, SOQs received in response to this solicitation for conformance with the requirements of 13-1-83 and 13-1-85 NMSA 1978. The Selection Committee will reject the proposal of any proposer who is not a responsible proposer or fails to submit a responsive proposal as defined in 13-1-83 and 13-1-85 NMSA 1978.
Each member of the Selection Committee will review and independently score each SOQ submitted utilizing the evaluation factors listed above.
Each member of the Selection Committee will then add the scores from the STEP 2, Proposals to the scores from the review of the STEP 1, SOQs to develop a total score for each firm.
New Mexico Resident Contractor Preference
Five percent of the total possible points may be awarded to a resident business. Offeror shall include a copy of their In-State Certificate issued by the State of New Mexico Taxation and Revenue Department.

New Mexico Resident Veteran Contractor Preference
Up to ten percent of the total possible points may be awarded to a resident veteran business. To qualify an Offeror shall include a copy of their resident Veteran Certificate issued by the State of New Mexico Taxation and Revenue Department. Each Selection Committee Member will score the proposals individually. The proposals will then be translated into a numeric ranking. The proposal with the highest score on a basis of 100 points plus if applicable, the higher of the points for New Mexico Resident or New Mexico Resident Veteran, will be ranked number one, the proposal with the second highest score will be ranked number two and so on.

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

<table>
<thead>
<tr>
<th></th>
<th>NMIMT Member 1</th>
<th>NMIMT Member 2</th>
<th>NMIMT Member 3</th>
<th>VHG Architect Member</th>
<th>Bridgers &amp; Paxton Member</th>
<th>Total Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score</td>
<td>Pref</td>
<td>Total</td>
<td>Score</td>
<td>Pref</td>
<td>Total</td>
<td>Score</td>
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<tr>
<td>A</td>
<td>95</td>
<td>5</td>
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<td>80</td>
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<td>75</td>
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<tr>
<td>E</td>
<td>90</td>
<td>10</td>
<td>100</td>
<td>85</td>
<td>10</td>
<td>95</td>
</tr>
</tbody>
</table>

Final Ranking
Firm A  4
Firm B  3
Firm C  1
Firm D  5
Firm E  2

The Selection Committee will review and add the results of the scoring from its review of the STEP 1, SOQs and STEP 2, plus add any applicable Preference Points as shown in the chart above. The Selection Committee will determine a “short list” of up to three of the top scoring firms to be invited to participate in the STEP 3, Interviews.

STEP 2, Maximum score for Request for Proposals: 25 points.

STEP 3, Interviews
The Selection Committee will invite the short listed firms to the STEP 3, Interviews. The short listed firms will be given a list of prepared questions to be addressed during the Interview. During the Interview there may be additional follow-up questions. Scoring for the Interviews will be based upon responses to the questions sent to the short listed firms by email and responses to any follow-up questions that may arise during the interview.

During or after the Interview, each member of the Selection Committee will individually score each short listed firm’s presentation in the Interview together with its responses to the questions posed by the Committee.

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

STEP 3, Maximum Score for the, Interviews: 25 points

Final Ranking:
The rankings from Step 2 plus the points from Step 3 will be add together to determine the final ranking.

The evaluation committee will rank order the final points of the short listed firms and will be provided a recommendation to the NMIMT Board of Regents for review and approval of the apparent awardee.
Final Selection:
All firms will be notified of the final ranking. If NMIMT is successful in negotiating an agreement for Preconstruction Services with the highest ranked firm that NMIMT believes is fair and reasonable, a Contract for Construction Manager at Risk Services will be awarded to that firm. The Contract for Construction Manager at Risk Services shall include the CMAR Fee and Specified General Conditions as proposed by the selected firm. If NMIMT and the highest ranked firm are unable to reach an agreement, negotiations with that firm will be terminated and NMIMT will open new negotiations with the second highest ranked firm, and so on.
Attachment 1

STANDARD TERMS AND CONDITIONS

1. GENERAL: When the Buyer for the New Mexico Institute of Mining and Technology (NMIMT) issues a purchase document in response to Supplier’s RFQ / ITB / RFP, a binding contract is created governed by the law of the State of New Mexico and consisting of Supplier’s RFQ / ITB / RFP and NMIMT’s purchase document. Any inconsistency or conflict between or among Supplier’s RFQ / ITB / RFP and the purchase document shall be resolved in the following descending order of preference: (a) order-specific provisions which are typed or handwritten by NMIMT on the purchase document; (b) documents expressly incorporated by reference on the face page(s) of the purchase document; (c) these Standard Terms and Conditions; (d) any Statement of Work (SOW) attached to the purchase document; and (e) any specifications attached to the purchase document. Rescission, modification or waiver of any provision of any resulting purchase order / contract is not allowed unless issued by the Buyer in writing.

2. ACCEPTANCE-REJECTION: NMIMT reserves the right to accept or reject any or all RFQ / ITB / RFPs, to waive any irregularity, and to accept any part of a RFQ / ITB / RFP as deemed to be in the best interest of NMIMT.

3. ACKNOWLEDGEMENT OF AMENDMENT / ADDENDUM: Offerors shall acknowledge receipt of any amendments / addenda to this RFQ / ITB / RFP by identifying the amendment number and date in the space provided in the RFQ / ITB / RFP package.

4. ALTERNATE RFQ / ITB / RFP ITEMS: The Manufacturer and Model Numbers furnished on the itemized list, or in the specifications of this RFQ / ITB / RFP, are to establish the standard of performance and characteristics desired and not intended to limit or restrict competition. Offers submitted as equal alternates will be considered provided adequate descriptive literature is submitted with each RFQ / ITB / RFP. NMIMT reserves the right to reject any item(s) not meeting specifications or less than equal in performance and characteristics to the items specified. The determination of equivalency of like items is at the sole discretion of NMIMT.

5. APPROPRIATION: The performance of this Agreement by NMT is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. NMT’s decision as to whether sufficient funds are available and whether sufficient appropriations and authorizations have been made shall be made in good faith and in its sole discretion, shall be accepted unconditionally by the Contractor, and shall be final. If NMT decides that sufficient funds are not available and/or sufficient appropriations and/or authorizations have not been made, it shall notify the Contractor of its decision in writing and may either terminate this Agreement or propose modifications to accommodate the insufficient funds and/or appropriations and/or authorizations. If NMT proposes modifications, the Contractor shall within thirty (30) days after receiving NMT’s notice give NMT written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate this Agreement. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall NMT be liable for any financial or other penalty on account of any termination or modification of this Agreement as a result of insufficient funds, appropriations or authorizations.

6. ASSIGNMENT: No right or duty in whole or in part of the Supplier may be assigned or delegated without the prior written consent of NMIMT.

7. AWARDS: NMIMT reserves the right to make multiple awards of the items, projects, and / or sections of this RFQ / ITB / RFP. Price agreements may be awarded on a unit basis for each individually numbered item to the lowest responsible bidder; or when a group of items have been consolidated for uniformity, it may be necessary to RFQ / ITB / RFP all inclusive items to receive consideration.

8. RFQ / ITB / RFP SUBMITTALS: Offerors are to complete and return the following items in a sealed envelope or other sealed package: RFQ / ITB / RFP Submittal; Itemized List; Certifications; Support Documents; and, Descriptive Literature if bidding other than “as specified”. All listed submittals must be received in the Purchasing Services Office prior to the RFQ / ITB / RFP opening time stated on page one of the RFQ / ITB / RFP package. Failure to provide any of these items may result in rejection of RFQ / ITB / RFP.
9. **OFFEROR QUALIFICATIONS – BUYER’S APPROVAL:** Before the award of any contract, the NMIMT buyer shall be satisfied that the Offeror involved, (1) has appropriate technical experience, (2) has a financial status to meet obligations incidental to complete any resulting contract or order, (3) has adequate facilities and staff to provide delivery, training and warranty service as required, (4) has the capacity to provide supplies or replacement parts as needed and (5) has satisfactorily fulfilled other contracts / orders of this nature. It is the responsibility of the Offeror to acquaint the buyer with these qualifications if required.

10. **CANCELLATION:** NMIMT reserves the right to cancel any request for RFQ / ITB / RFP, purchase order or contract, in whole or in part, without penalty, due to non-appropriation of funds, or for failure of the Supplier to comply with the terms, conditions and specifications or when in the best interest of NMIMT.

11. **DELIVERY:** Please state your earliest delivery date in the area provided in the RFQ / ITB / RFP package.

12. **DELIVERY DELAYS:** If after award, the Supplier becomes aware of a possible problem that could result in delay in the agreed to delivery schedule, the Supplier must immediately notify the Buyer. Notification may be electronic or via telephone, giving the probable cause with a recommended alternative action.

13. **DISCOUNTS & PAYMENT TERMS:** In determination of award, discounts for early payment will not be used in computing the low RFQ / ITB / RFP. Payment terms and discount time will be computed from the date of satisfactory receipt of the items/services, or a correct invoice, whichever is later. The point of receipt shall be the delivery address for shipments, or the billing address for invoices, as specified on the purchase order.

14. **E-VERIFICATION:** The Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices. Submission of the information required is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. NMT E-Verify Company ID Number is 165512

15. **F.O.B. DESTINATION:** All prices shall be F.O.B. Destination and shall include all charges, including but not limited to freight, estimated customers charges, excise and import taxes, insurance, packaging, warranty, inspections and other associated costs that may be imposed in fulfilling the terms of the RFQ / ITB / RFP.

16. **INSPECTION:** Final inspection and acceptance will be made at the destination. If prior to final acceptance any materials, supplies or service are found to be defective or not as specified, the Supplier at his risk and expense shall remove and / or replace materials supplies and services rejected at the destination for non-conformance with specification, promptly after notification of rejection. Supplier shall reimburse NMIMT for all incidental and consequential costs related to unaccepted materials, supplies or service.

17. **INSURANCE PROTECTION, LIABILITY AND PROPERTY:** NMIMT, as an agency of the State of New Mexico, is self-insured for all property and liability insurance. Such protection applies to NMIMT officers and employees only. All other individuals and organization must provide their own property and liability coverage.

18. **INVOICES:** All invoices shall be sent to NMIMT, Accounts Payable, Wells Hall, 801 Leroy Place, Socorro, NM 87801.

19. **LICENSES AND CERTIFICATES:** Offerors must be able to furnish evidence of any licenses or certification as called for in the specifications of RFQ / ITB / RFP. Failure to furnish such evidence will be cause for rejection of their RFQ / ITB / RFP or any resulting contract or purchase order of this RFQ / ITB / RFP.

20. **METHOD OF AWARD:** Award shall be made on the basis of the lowest price quoted, quality and delivery being equal. When necessary RFQ / ITB / RFPs shall be evaluated based on the requirements which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose.

21. **METHOD OF RFQ / ITB / RFP:** Offerors shall submit a unit price and extended total for each item and a TOTAL NET RFQ / ITB / RFP where called for. Offerors are to complete the enclosed RFQ / ITB / RFP forms. They may then reference any
attachments giving further price breakdowns if necessary. In the event that no single Supplier offers an acceptable RFQ / ITB / RFP, NMIMT reserves the right not to award the contract.

22. **MINIMUM INSURANCE REQUIRED:** Any Supplier performing services on the premises of NMIMT, or on behalf of NMIMT, is required to carry the following minimum insurance coverage. Upon request, the Supplier will include NMIMT, its officers and employees, as an additional insured and provide certificates of coverage to the Purchasing Services Office.

Workers Compensation and Employer’s Liability Insurance – the minimum allowed by New Mexico law, but no less than $500,000

Commercial General Bodily Injury and Property Damage Liability – not less than $1,000,000 for any one accident or 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 GC will maintain vehicle liability insurance coverage for all vehicles (owned, non-owned, or hired) in an amount not less than $1,000,000 combined single limit liability for bodily injury, including death, and property damage in any one occurrence

23. **MODIFICATIONS:** Only modifications received prior to the time specified for the RFQ / ITB / RFP 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.

24. **PACKAGING:** Packaging of materials shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Supplier’s expense.

25. **POTENTIAL COSTS UNSPECIFIED:** The supplier shall include in his / her RFQ / ITB / RFP all material and labor costs known to be required to complete the work under this RFQ / ITB / RFP including any materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the RFQ / ITB / RFP price.

26. **PRICING:** NMIMT qualifies for governmental and educational discounts. Unit prices shall reflect these discounts. Unit prices shall be shown on all RFQ / ITB / RFPs. If an apparent mistake exists in the extended price, the unit price shall govern in the RFQ / ITB / RFP evaluation and contract administration.

27. **QUALITY:** Unless otherwise indicated in the request for RFQ / ITB / RFP, all material and equipment delivered and / or installed under this RFQ / ITB / RFP shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two (2) or more units of the same class of materials and / or equipment are required, the units shall be the products of the same manufacturer. Unless indicated in the RFQ / ITB / RFP, items that are used, demonstrators, obsolete, seconds or which have been discontinued, are unacceptable without prior written approval of NMIMT.

28. **QUANTITIES:** The quantities shown in this Request for RFQ / ITB / RFP are based on estimated needs. NMIMT reserves the right to increase or decrease quantities to meet actual needs. (No maximum limits apply).

29. **RESIDENTIAL PREFERENCE:** In compliance with New Mexico Statute 13-1-21 and SB1 a residential preference of 5% will be used in evaluating RFQ / ITB / RFPs for purchases exceeding $60,000 using state funds. A copy of the certification issued by the New Mexico Department of Taxation and Revenue dated on or after 1/1/2012 shall be attached to the RFQ / ITB / RFP document. The preference is prohibited for expenditures involving federal funds.

30. **VETERANS PREFERENCE:** In compliance with New Mexico Statutes 13-1-21 or 13-1-22, a New Mexico resident veteran contractor, upon providing certification as a resident veteran and verification of annual revenues, shall be given a preference of ten percent. The preference may not be combined with the residential preference, but may be used once Veterans Preference cap is reached. Procurements involving federal funds are excluded from in state preference laws.

31. **RIGHT TO AUDIT:** NMIMT reserves the right to audit the contractor’s records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement.
Such audit may be conducted by NMIMT personnel or a third party under contract with NMIMT. NMIMT shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from NMIMT the contractor agrees to fully cooperate with the auditors.

32. SAFETY REQUIREMENTS: All materials, equipment and supplies furnished to NMIMT must comply fully with all safety requirements as set forth by the State of New Mexico Environmental Improvement Board, Rules of the Industrial Commission on Safety and all applicable OSHA Standards. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES, TOXIC SUBSTANCES, INFECTIOUS AGENTS OR PESTICIDES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS (MSDS). The contractor shall defend, indemnify and hold NMIMT 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.

33. SIGNATURE: The RFQ / ITB / RFP response must be signed by an authorized representative in order for RFQ / ITB / RFP to be considered responsive. The signature must be an original, inked signature in all areas of the RFQ / ITB / RFP where a signature is required.

34. SPECIFICATIONS: The specifications in this request for RFQ / ITB / RFP are the minimum acceptable. When specific manufacturer and model numbers are used, it is to establish a design, type construction, quality, functional capability and / or performance level desired. Alternates may be RFQ / ITB / RFP, identified by manufacturer, stock number and adequate information to establish equivalency.

35. STATUS OF SUPPLIER: The Supplier is an independent contractor performing services for NMIMT 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 NMIMT vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of NMIMT. The Supplier acknowledges that all sums received under the resultant agreement are personally reportable by him / her for income, self-employment and other applicable taxes.

36. SUBMISSIONS OF SAMPLES / DRAWINGS / LITERATURE: It may be necessary to test samples or have demonstration to make an award. All samples, when required, shall be furnished free of expense to NMIMT. Returns shall only be made at the Offeror’s request and expense.

37. TAXES: NMIMT is exempt from New Mexico Sales Taxes on materials, except those used in construction. Services provided to NMIMT are not exempt. Taxes on services should be included as a separate line item and not included in the Offeror’s base price RFQ / ITB / RFP. For state reporting purposes, when tax is applied to a service the location code for Socorro is 25-125 and remainder of county is 25-025.

38. TECHNICALITIES: NMIMT reserves the right to waive any technical irregularities in the form of the RFQ / ITB / RFP of the low Offeror which do not alter price, quality or quantity of the services, construction or items of tangible personal property RFQ / ITB / RFP.

39. TERM OF CONTRACT: For all pricing agreements it shall be one (1) year with renewal options for three (3) additional years, upon agreement by both parties. For one time purchase of goods and services the term shall be upon delivery and final payment.

40. WARRANTY OF MATERIALS AND EQUIPMENT: Unless otherwise specifically stated by the RFQ / ITB / RFP, all equipment, materials, supplies and workmanship furnished or installed to be free of defects and shall agree to replace solely at his / her expense any and all defective equipment, parts, etc. within a one (1) year period after the date of acceptance of the items and / or installation by NMIMT unless otherwise agreed to in writing at the time of award. Offeror also warrants the materials, supplies or services furnished to be exactly as specified in the order, free from defects and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Offeror. All applicable UCC warranties, express and implied, are incorporated herein.

41. WITHDRAWAL OF RFQ / ITB / RFP: RFQ / ITB / RFPs may be withdrawn by written notice, telegram or in person by a Offeror or an authorized representative any time prior to the award. RFQ / ITB / RFPs requiring RFQ / ITB / RFP security may result in forfeiture of the security if the RFQ / ITB / RFP is withdrawn following the opening.
42. WORKERS’ COMPENSATION: A potential Supplier agrees to comply with state laws and rules pertaining to Workers’ Compensation Insurance coverage for its employees. If the Supplier fails to comply with the Workers’ Compensation Act and applicable rules when required to do so, the contract may be terminated for non-compliance, effective immediately.
To: New Mexico Institute of Mining and Technology  
801 Leroy Place  
Socorro, NM 87801  
Re: RFQ# 1907001

Response of _____________________________________________ (hereinafter called Respondent) a:

Corporation ☐  Partnership ☐  or Individual ☐

The Respondent in compliance with RFP mentioned above having examined the proposal documents and the site of the proposed work (if applicable), hereby proposes to furnish all materials, equipment, labor and supplies and to complete the work at the prices stated in their offer. These prices, excluding New Mexico Gross Receipts Taxes, are to cover all expenses incurred in performing the Work as required in the RFP proposal.

The Respondent accepts all of the terms and conditions of the Request for Proposal and Instructions to Respondent. This offer will remain subject to acceptance for ninety (90) days after the day of Proposal opening.

An award shall be made pursuant to the evaluation criteria in the Instruction to Respondents. The Institute reserves the right to accept or reject any all offers, based entirely on its own judgment as to which are in the best interest of the Institute and/or within available funds.

By signing this form, Respondents acknowledge receipt of the following addendum/addenda:

#1_______  #2_______  #3_______  #4_______  #5_______  #6_______  #7_______  #8_______

__________________________________________  ________________________________________  
Title  Date

__________________________________________  ________________________________________  
Telephone  Email

__________________________________________  ________________________________________  
Resident Contractor Certification Number  Resident Veteran Contractor Certification Number  
(include a copy with the offer)  (include a copy with the offer)

__________________________________________  ________________________________________  
Signature  Date

Please provide a point of contact for questions regarding your offer:

__________________________________________  ________________________________________  
Name  Telephone

__________________________________________  ________________________________________  
Email
Attachment 3

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, percent complete and planned completion date.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Owner</th>
<th>MACC</th>
<th>Phase</th>
<th>Percent Complete</th>
<th>Planned Completion Date</th>
</tr>
</thead>
</table>

24
RESIDENT VETERANS PREFERENCE CERTIFICATION
RFQ #1907001
(Please attach copy of certificate and return this page with your offer)

______________________________ (Name of Contractor) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is up to $3M 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 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 NMIMT 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 his 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.

______________________________
Name

______________________________
Title

______________________________
Signature*

______________________________
Date

*Must be an authorized signatory for the Business.

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

(please return with Response)

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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 a sole source or a small purchase contract.

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

Contribution Made By: _________________________________________________________________

Relation to Prospective Contractor: ______________________________________________________

Name of Applicable Public Official: ______________________________________________________

Date Contribution(s) Made: _____________________________________________________________

Amount(s) of Contribution(s): __________________________________________________________

Nature of Contribution(s): ______________________________________________________________

Purpose of Contribution(s): _____________________________________________________________

(Attach extra pages if necessary)

____________________________________________________________________________________

Name       Title

____________________________________________________________________________________

Signature       Date

─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.

____________________________________________________________________________________

Name       Title

____________________________________________________________________________________

Signature       Date
Compliance with Regulatory Agencies

Please fill out this form to document and submit your response to the evaluation criteria listed in the Instruction to Proposers.

Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects?
___ Yes ___ No
If “no” please explain: ____________________________________________________

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations or notice of violation pertaining to the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site? ___ Yes ___ No
If “no” please explain: ____________________________________________________

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects? ___ Yes ___ No
If “no” please explain: ____________________________________________________

Is your firm free of any Subcontractor Fair Practices Act violations for the past five (5) years?
___ Yes ___ No
If “no” please explain: ____________________________________________________

Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because violations? ___ Yes ___ No
If “no” please explain: ____________________________________________________

The undersigned hereby state under penalty of perjury that the above statements are true and accurate.

__________________________________ ____________________________________
Name Title

__________________________________ ____________________________________
Signature Date
CERTIFICATION REGARDING
DEBARTMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS

(please return with Response)

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

Debarment: Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three year period preceding this proposal been convicted of all has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State Antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three year period preceding this proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

Anti-Kickback: Per N.M.S.A. 13-1-191 & 198 and the Federal Acquisition Regulation (FAR 52.203.7) Anti-Kickback Act of 1986, in signing this offer we certify that we have not made, or accepted any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which was provided for the purpose of improperly obtaining, or as a reward for favorable treatment in connection with, any prime contract, or a subcontract relating to a prime contract.

I understand that a false statement of this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to $10,000 or imprisonment for up to 5 years, or both.

__________________________________________________ ______________________________________________
Name       Title

__________________________________________________ ______________________________________________
Signature       Date
NON-COLLUSION AFFIDAVIT

(please return with Response)

State of ______________________________
County of ____________________________

_________________________________________________, being first duly sworn, deposes and says that he/she is (title) _______________________________________ of (organization) _________________________________ submits herewith to New Mexico Institute of Mining and Technology, a proposal and that all statement of fact in such proposal is true.

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Respondent has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of NMIMT, or any Respondent of anyone else interested in the proposed contract and further,

That prior to the public opening and reading of proposal, said Respondent:

1. Did not directly or indirectly induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Respondent or anyone else would submit a false or sham proposal or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price or fix the proposal price of said Respondent or of anyone else or to raise or fix any overhead, profit or cost element of their proposal price or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that NMIMT, or to any person or persons who have a partnership or other financial interest with said Respondent in his business.

__________________________________________________ ______________________________________________
Name       Title

__________________________________________________ ______________________________________________
Signature       Date
REQUEST FOR QUALIFICATION STATEMENTS

CONSTRUCTION MANAGER AT RISK: REMODEL OF JONES HALL
RFQ 1907001

Please furnish information separately for each party of joint venture or other team of General Contractors supplying construction services.

Date Prepared: __________________________________________

Firm Name/Business Address: __________________________________________
________________________________________
________________________________________
________________________________________

Designation:
A. Full Service Firm __________________________________________
B. Prime Contractor __________________________________________

Year Present Firm Established: __________________________________________

Point of Contact:
Name __________________________________________
Title __________________________________________
E-Mail Address __________________________________________
Phone No. __________________________________________