



The New Mexico Institute of Mining and Technology (NMIMT)
Request for Proposal (RFP)

PROJECT NAME: Power and Fiber Construction

PROPOSAL NUMBER: RFP 2105016P

RFP DUE TIME AND DATE: July 6, 2021 at 2:00 PM (Local Time)

PURCHASING CONTACT: Kimela Miller, Chief Procurement Officer
575-835-5881
purchasing@nmt.edu

LOCATION: New Mexico Institute of Mining & Technology
Attn: RFP # 2105016P
Brown Hall, Rm 110
801 Leroy Place
Socorro, NM 87801

A site visit to Playas will be June 10, 2021 at 10:00 a.m. Please RSVP to purchasing@nmt.edu if you will be attending. **The RSVP must be received by noon on June 8, 2021.** If arriving the night before the closest motels are in Lordsburg or Deming. The meeting is strongly recommended for those wishing to make an offer.

All attendees must be U.S. citizens and present a valid ID. NMIMT requests that all current CDC guidelines be respected with masks and social distancing. The meeting place is the Classroom Complex. All attendees should wear comfortable clothing and closed toe shoes.

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1. INSTRUCTIONS TO PROPOSERS

1.1 It is the Proposer's responsibility to deliver their offer by the date and time indicated in this Request For Proposal (RFP). The date and time of receipt will be stamped on the offer by the Purchasing Services Office and held in a secure place. Offers received later than the due date and time shall not be considered. Offers submitted by fax or email shall not be considered. Proposers should never leave a offer with any NMIMT office or NMIMT individual for delivery to the Purchasing Services Office.

1.2 This RFP contains specific requests for information. However, in responding, Proposers are encouraged to include in their offers any additional information they believe relevant and valuable. Sales and general promotional material should not be included, specific product literature may be included. The offer must be specific and must be responsive to the criteria set forth in this request. There is no page limit, but please be concise.

1.3 Clarification of instructions, terms and conditions, insurance, and preparation or submission of offers shall be made only by the Purchasing Services Office. No other source within NMIMT is authorized to explain, interpret, or give information concerning this RFP document. Further, no contact between the proposers and the end-users of the goods or services is permitted until an offer is selected and a contract signed. Questions must be submitted in writing and should be restricted to clarification of the RFP. Proposers should reference their questions to specific RFP sections, paragraphs and page numbers. Questions may be faxed to 575-835-5887 or emailed to purchasing@nmt.edu. **All questions must be submitted no later than 5:00 P.M. seven (7) calendar days before the proposal 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/purchasing-services>. Receipt of addenda must be noted on the Proposer's offer confirming the receipt of any and all amendments.

1.4 This RFP implies no obligation on the part of NMIMT, nor does NMIMT's silence imply any acceptance or rejection of any offer. NMIMT reserves the right to accept or reject any or all offers or any part thereof, and to waive any technicalities or informalities in the offer if in the best interests of NMIMT. Incomplete offers may result in dismissal of all or part of the response.

1.5 The offer should be delivered to the Purchasing Services Office at the address shown on page 1. One (1) offer with original signatures is required and one thumb drive or disc copy of the offer. The completed offer must be in a sealed envelope or box marked with "Request for Proposal" and corresponding RFP number. Note: the Purchasing Services Office is closed at lunch M-F from noon until 1:00 p.m. if hand delivering, please time your arrival accordingly.

1.6 Each offer must give the complete mailing address of the Proposer and must be signed by the Proposer with the Proposer's legal authorized signature on the forms included in this RFP, electronic signatures are not acceptable. An offer by partnerships must be signed by one of the members of the partnership or by an authorized representative. Offers 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 signers should be typed or printed below the signature. **Unsigned offers will be considered non-responsive and returned to the Proposer.**

1.7 Offers will not be opened publicly but shall be opened in the presence of the Chief Procurement Officer and one or more NMIMT representatives.

1.8 Offers will be evaluated on their ability to satisfy the requirements stated herein at the best obtainable price. The precise method by which the Proposer shall be evaluated is detailed further in this document.

1.9 If a Proposer has assisted with the development of the proposal or has provided specifications, that Proposer MAY NOT submit an offer.

1.10 Each offer must be typed and legible. Failure to include all information requested in the RFP documents may render the Proposer's offer non-responsive and the offer may be returned to the Proposer. All information must be entered in ink or typed and corrections must be initialed.

1.11 No employee of NMIMT shall have any direct financial interest with any Proposer's company. Any violation of this provision will render the offer void unless it is approved by the Board of Regents after full disclosure by the employee.

1.12 Proposer's response must be specific and in such form that the evaluation committee may readily compare the response to the appropriate criteria. If invited for an interview or product demonstration regarding this proposal, failure to respond to an invitation to make a presentation to the committee may result in an offer not being considered.

1.13 Proposer's offer must be bound and indexed and must use, where required, the forms provided in the RFP. Proposers should organize each copy of their offer as follows, with a tab / section for each alpha designation and its title, in order to simplify evaluation. If the required format is not followed, the offer may be eliminated from consideration.

1.14 The Chief Procurement Officer will make every effort to adhere to the following schedule however the schedule is subject to change.

Action	Responsibility	Date
Issuance of Request for Proposal	NMIMT Purchasing	June 3, 2021
Optional Pre-Proposal Conference and Site Visit	NMIMT Purchasing Proposer	June 10, 2021 at 10:00 a.m. local time
Deadline for Questions	Proposer	June 29, 2021 @5:00 PM (local time)
Deadline for Addendum(s)	NMIMT Purchasing	June 30, 2021 @5:00 PM (local time)
Submission of Offer	Proposers	July 6, 2021 @2:00 PM (local time)

2. MODIFICATION AND WITHDRAWAL OF OFFER

2.1 Any offer may be modified 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. A late modification of an otherwise successful offer that makes its terms more favorable to NMIMT will be considered at any time it is received.

2.2 If not withdrawn before the proposal opening date and except as otherwise provided in the Procurement Code, no Proposer may withdraw its offer within ninety (90) days after the actual date of the opening. Prior to award, offers may be withdrawn anytime by written notice or in person by Proposer's authorized representative.

2.2 No Proposer shall be deemed responsible if it has been debarred by NMIMT, if in the preceding twelve months it has failed to perform any contract, or if Proposer's bonding company has been required to complete the work of a contract for Proposer.

3. RFP TERMINATION

3.1 This RFP in no manner obligates NMIMT to the eventual purchase of any services or goods described, implied or which may be offered, until confirmed by a written contract. Progress towards this end is solely at the discretion of NMIMT and may be terminated without penalty or obligation at any time prior to the signing of a contract. NMIMT reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals.

4. EVALUATION CRITERIA

4.1 Offers shall be evaluated by a committee comprised solely of three to five (3-5) NMIMT employees. Offers must address each of the following criteria. Each offer may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If offer is a Joint Venture, Proposer shall state in submitted offer the percentage of work that will be performed by Resident Business and / or Resident Veteran Business. Please Note: A Proposer cannot be awarded both a resident preference and a resident veteran business preference. Proposers shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation and Revenue. Offers will be evaluated by NMIMT on the following factors:

4.1.1

	Possible Points	Points This RFP
Financial Considerations Score for this area shall be calculated by the following formula: Lowest Offer divided by other individual offers, multiplied by 50 = Score	50	
Similar Project Experience Provide detailed information on similar experience to this project as described within this RFP with emphasis on Higher Education and NMIMT projects. List up to seven (7) completed projects and provide the following for each: Overview/Description of completed project Beginning cost (budget) and final cost of completed project Number of change orders Adherence to schedule – was project completed on time	20	
Composition of Project Team and Technical Approach Include resumes of key personnel that will be assigned to this project and their roles and responsibilities. Provide number of years' experience, specialty in directly-related experience; previous overall experience; licensure, education and/or equivalent; length of time working together; etc. Include a Project Team Organizational Chart, Management Plan and Technical Approach to the project.	20	
Compliance with Regulatory Agencies Submit Compliance with Regulatory Form included in this RFP	10	
Total Possible Points	100	
New Mexico Resident Business Preference Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation and Revenue Department.	5	
Veteran New Mexico Resident Business Preference Ten, eight, or seven percent of the total possible points to a resident veteran business. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation and Revenue Department.	10	
Note: the above preferences do not apply to federally funded projects		

4.2 The price portion of the offer shall remain sealed until the evaluation committee has completed its evaluation of the technical portions for all Proposers and has prepared technical scores for each. The evaluation committee will evaluate each Proposer's offer and then establish, by consensus, percentage points for each evaluation criteria. Award will be made to the Proposer(s) who receives the highest total score.

5. TERMS AND CONDITIONS

5.1 General

5.1.1 NMIMT's Terms and Conditions are an equal and integral part of this RFP.

5.1.2 This RFP, addenda, and all attachments will be considered to be part of and incorporated into the resultant contract or purchase order by reference.

5.1.3 The Proposer shall include all applicable costs in their proposal, including but not limited to licenses, materials and labor.

5.1.4 The freight terms shall be Freight Prepaid unless otherwise agreed to at the time of award. The F.O.B. will be destination unless otherwise agreed to at the time of award.

5.1.5 This RFP constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered or amended in any way except as provided for this RFP. This RFP and the resultant contract will be interpreted and governed by the Laws of the State of New Mexico.

5.2 NMIMT reserves the right to select the combination of goods and services that appear best-suited to meet the needs of NMIMT. NMIMT reserves the right to reject any offer outright even if technically superior, if such an offer exceeds NMIMT's available resources.

5.3 In evaluating the responses, the Purchasing Services Office reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract to the Proposer that best serves the interests of NMIMT.

5.4 Expenses for developing offers, pre-proposal and site visits, and for demonstrations, if requested, are entirely the responsibility of the Proposer and shall not be chargeable in any manner to NMIMT.

5.5 NMIMT reserves the right to negotiate a change in Proposer's representative if the assigned representative is not supplying NMIMT's needs adequately. The right shall carry forward through the RFP period and the full time during which the service acquired as a result of the Request for Proposal is provided to NMIMT.

5.6 If Proposer's offer is accepted, the offer and appropriate modifications will be incorporated in the contract entered into between NMIMT and Contractor.

5.7 The Purchasing Services Office will contract for the proposed goods and / or services from the selected Contractor. Third-Party Subcontractors to the Contractor will be expected to comply with all terms and conditions of the award. During the term of the agreement, no work is to be performed by the Contractor without the express written consent of the Purchasing Service Office. Any work performed without written authorization shall be at the Contractor's expense. Any resulting agreement will be the exclusive statement of understanding between the parties with respect to its subject matter and shall consist of the following, in order of precedence:

- 1) NMIMT RFP# 2105016P and all addenda
- 2) Proposer's Offer

5.8 NMIMT shall reserve the right to terminate any contract entered into as a result of the RFP at any time by giving thirty (30) days written notice of its intent to cancel. In the event the Contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, NMIMT shall notify the Contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the Contractor must submit, in writing, why such corrective action has not been performed. NMIMT reserves the right to determine whether or not such non-compliance may be construed as a failure of performance of the contract.

5.9 The Proposer must state those standard terms and conditions which the Proposer will expect NMIMT to consider. Any deviation from proposal specifications must be clearly identified by the Proposer. This RFP will prevail in the event of a conflict between the Proposer's offer and the RFP. NMIMT will consider but is not bound by any Proposer's standard terms and conditions. If an impasse occurs, the offer shall be disqualified.

5.9.1 Any proposed changes to the terms and conditions attached to this RFP including the additional terms and conditions must be stated in Offeror's proposal in a Section marked "TERMS AND CONDITIONS." Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response, will not be entertained by NMIMT at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract, will be ineffective and inapplicable.

5.9.2 NMIMT reserves the right to reject a proposal on the basis the compromising language which cannot be accepted by NMIMT. Any additional terms and conditions which may be the subject of negotiation will be discussed only between NMIMT and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

5.10 It shall be each Contractor's responsibility to provide for the safety of workers and public in compliance with the requirements of insurance and public health and safety.

5.11 The selected Contractor(s) shall be required to provide insurance certificates to the Purchasing Services Office as part of the resulting contract. Coverage must be maintained in full force for the duration of the contract, or until complete and successful performance of the contract is acknowledged by NMIMT. The following minimum amounts are required:

WORKER'S COMPENSATION - Minimum by Statute

COMMERCIAL GENERAL LIABILITY - INCLUDING CONTRACTUAL

Single Limit	\$500,000 OR
Bodily Injury Liability	\$100,000 each person and \$500,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

COMPREHENSIVE AUTOMOBILE - Including Owned and Non-owned

Single Limit	\$500,000 OR
Bodily Injury Liability	\$100,000 each person and \$500,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

5.12 Each party will be solely responsible for its liability for bodily injury, including death, or damage to property under the common law or statutory law of New Mexico and for only its own attorney fees and costs arising from the act or failure to act of such party or of its regents, directors, members, shareholders, officers, agents and employees pursuant to this Agreement; provided however, the foregoing obligation is a statement of responsibility pursuant to common and statutory law only and does not constitute an agreement to indemnify. The liability and responsibility of New Mexico Institute of Mining and Technology shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4- through 41-4-27, and of any amendments thereto, and shall be construed and applied in accordance with the laws of the State of New Mexico, irrespective of the conflict of law and choice of law principles of New Mexico or any other jurisdiction.

5.12.1 The Contractor shall adhere to the Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupation Health and Safety Regulations, and Radiation Control Bureau regulations that apply to work performed under this proposal. The Contractor shall defend, indemnify, and hold NMIMT free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs, and attorney's fees.

5.13 NMIMT is an agency of the State of New Mexico. In accordance with State Statutes, Sections 7-9-13 and 7-9-54, sales of tangible personal property to NMIMT are specifically exempted from New Mexico Gross Receipts Tax. This exemption does not apply to the purchase of services, leases of property, or items purchased for a construction project.

5.13.1 All proposal amounts shall EXCLUDE any applicable Gross Receipts Tax. If the resulting contract is taxable, show the amount of the tax as a separate item on the itemized list.

5.13.2 Federal Registration #: 85-6000-411 New Mexico Identification #: CRS 01-507116-002

5.13.3 A Nontaxable Transaction Certificate (NTTC) can be obtained from NMIMT by sending a request to purchasing@nmt.edu along with company name, address and TIN or NM CRS number.

5.13.4 When appropriate, Contractor agrees to certify to the County of Socorro that all applicable Gross Receipts Taxes ("GRT") have been reported and paid under location code 25-025 in the unincorporated areas of Socorro County. Contractor

agrees to certify to the City of Socorro that all applicable Gross Receipts Taxes ("GRT") have been reported and paid under location code 25-125 for work performed in the incorporated areas of Socorro.

5.14 In accordance with NMSA 13-1-129, Proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Contractor. Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting entity with no obligation by NMIMT.

5.15 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. More information regarding the employment requirements can be found at the following website: <http://www.uscis.gov/files/form/i-9.pdf> **NMIMT's E-Verify Company ID Number is 165512**

5.16 Any Contractor and Subcontractor(s) working on a contract(s) entered into subsequent to this RFP shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to its hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status.

5.17 During the term of this agreement, NMIMT reserves the right to contract with the awarded Contractor for additional services as required. Such services shall be performed by mutual consent of the parties and shall be documented by addendum to the contract.

5.18 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.

5.19 Unless otherwise specifically stated by the Proposer, all equipment, materials, supplies and workmanship furnished or installed is to be free of defects and Proposer 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 unless otherwise agreed to in writing at the time of award. Proposer 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.

5.20 The performance of the Contract by NMIMT is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. NMIMT'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 NMIMT 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 the Contract or propose modifications to accommodate the insufficient funds and / or appropriations and / or authorizations. If NMIMT proposes modifications, the Contractor shall within thirty (30) days after receiving NMIMT's notice give NMIMT written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate the Contract. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall NMIMT be liable for any financial or other penalty on account of any termination or modification of the Contract as a result of insufficient funds, appropriations or authorizations.

6. DISCUSSIONS WITH PROPOSERS AND AWARD

6.1 The Procurement Code permits, and NMIMT reserve the right to conduct discussions with any or all Proposers, or to make an award of a contract without such discussions based only on evaluation of the written offers. NMIMT likewise reserves the right to designate an Evaluation Committee in evaluating the offers according to the evaluation criteria. NMIMT shall make

a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

6.2 If NMIMT is unable to negotiate a contract with the one selected as most qualified, negotiations will be terminated at the discretion of NMIMT. Negotiations will then be initiated with the next most qualified, or the procurement process will be terminated and new proposals requested.

7. PROCUREMENT CODE

7.1 This award shall be made pursuant to the provisions of the Procurement Code governing procurement of goods and services. Please note that Sections 13-1-199 NMSA impose civil and criminal penalties for violation of the provisions of the Procurement Code. New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities or kickbacks.

8. RESIDENTIAL PREFERENCE

8.1 A New Mexico resident business shall be awarded the equivalent of five percent (5%) of the total possible points to be awarded based on the resident business possessing a valid resident business certificate in accordance with Section 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. If applicable, document the residential preference number in the Offer form and attached the certificate to the response. The preference may not be combined with the Veterans Preference. Procurements involving federal funds are excluded from in state preference laws.

9. VETERANS PREFERENCE

9.1 A New Mexico resident veteran contractor, upon providing certification as a resident veteran with their offer, shall be given a preference of ten percent (10%). The preference may not be combined with the residential preference. Procurements involving federal funds are excluded from in state preference laws.

10. TERM

10.1 The term of this agreement shall be for one year with the option to renew this agreement for up to an additional three (3) one (1) year terms by mutual consent, not to exceed four (4) years in total. NMIMT intends to establish a pricing agreement with the selected contractor(s).

11. PUBLIC INSPECTION

11.1 General: After award, the register of offers shall be open to public inspection. Each offer, except those portions for which the Proposer has made a written request for confidentiality, shall also be open to public inspection.

11.2 Confidential Data: If a citizen of this State requests disclosure of data, for which a Proposer has made a written request for confidentiality, the Chief Procurement Officer shall examine the citizen's request and make a written determination that specifies which portions of the offer should be disclosed. Unless the Proposer protests under Section 13-1-172 NMSA 1978, the offer will be so disclosed. The offer shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

12. LICENSES AND PERMITS

12.1 The Contractor must keep himself informed of, and in adherence to, all laws and ordinances governing any matter related to the services to be performed. The Contractor shall obtain all necessary licenses and permits, and shall be aware of all labor conditions and agreements relating to the work specified in this document and shall make all provisions necessary to avoid any dispute which might arise from those conditions and agreements and shall be responsible for any delays, damages or extra costs caused by such disputes. The Contractor shall be solely engaged in this type of work and service.

13. CONTRACT TERMINATION

13.1 NMIMT reserves the right to terminate the contract with ninety (90) days written notice by the Chief Procurement Officer via certified mail to the address listed on the signature page of the RFP if any of the terms of the proposal and subsequent contract are violated.

13.1.1 If, through any cause and as determined solely by NMIMT, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this agreement or if the Contractor shall violate or fail to meet any of the covenants, agreements or stipulations of this agreement, NMIMT shall thereupon have the right to terminate this agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this agreement shall, at the option of NMIMT, become the property of NMIMT, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to NMIMT for damages sustained by NMIMT by virtue of any breach of this agreement by the Contractor, and NMIMT may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due NMIMT from the contract is determined.

13.1.2 NMIMT may terminate the Contract at any time by giving ninety (90) days written notice to the Contractor. If the Contractor is terminated by NMIMT as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this agreement, less payments of compensations previously made. If this agreement is terminated due to the fault of the Contractor, the "Termination for Cause" clause will apply.

14. GOVERNMENT FLOW-DOWN PROVISIONS

14.1 The resulting order is subcontracted 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 the resulting order. In the event of any conflict between previously referenced terms and conditions and the Government Flow-Down Provisions, the Government Flow-Down Provisions take precedence. The clauses contained in the following paragraphs of the Federal Acquisition Regulations (FAR) 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 "New Mexico Institute of Mining and Technology (NMIMT) and the "Chief Procurement Officer" respectively. The following provisions of the FAR apply at the specified order dollar amounts:

Title	Applicability	FAR Reference
Equal Employment Opportunity	All Orders	52.222-26 (Sept 2016)
Debarment and Suspension	All Orders	52.209-6 (Jun 2020)
Rights in Data Alt IV	All R&D Orders	52.227-14 (May 2014)
Anti-Kickback Act	Construction Over \$2K	52.203-7 (Jun 2020)
Limitations on Payments to Influence Certain Federal Transactions	Orders exceeding \$150K	52.203-12 (Jun 2020)
Audit & Negotiations Alt II	All Orders Over \$100K	52-215-2 (Jun 2020)
Davis Bacon Act	Construction Over \$2K	52.222-6 (Aug 2018)
Contract Work Hours & Safety Standards	Construction and Labor Hour Contracts Over \$2.5K	52.222-4 (Mar 2018)
E-Verification	All Orders	52.222-54 (Oct 2015)
Certification and Disclosure Regarding Payments to Influence Certain Transactions	All Orders Over \$150K	52.203-11 (Sept 2007)
Patent Rights	All Orders	
Ownership by the Contractor		52.227-11 (May 2014)
Ownership by the Government		52.227-13 (Dec 2007)
Buy American Act	All Orders over \$3K	52.225-2 (May 2014)
Contract Terms & Conditions, Commercial Items	All Orders over \$10K	52.212-4 (Oct 2018)
Energy Efficiency in Energy-Consuming Products	All Orders and Services with Energy Consuming Products	52.223-15 (May 2020)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards	All Orders over \$150K	CFR200.236
Small Business Subcontracting Plan	All Orders over \$700K	52.219-9 (June 2020)
Subcontractor Certified Cost or Pricing Requiring Certified Cost or Pricing Data	All Orders over \$750K	52.215-12 (June 2020)
Disclosure and Consistency of Cost Acctg	All Orders over \$750K	15.403-4 52.230-3 (June 2020)

Recovered Material	Biobased products that use USDA designated items	52.223-1 (May 2012)
Recovered Material	Biobased products that do not use USDA designated items	52.223-2 (Sept 2013)
Recovered Material	EPA Designated items except off the shelf Items less than \$150K	52.223-4 (May 2008)
Recovered Material	EPA Designated items except off the shelf Items greater than \$150K	52.223-9 (May 2008)
Recovered Material	EPA-designated items Service and Construction	52.223-17 (Aug 2018)

15. SCOPE OF WORK

15.1 Background

Playas Research and Training Center (PTRC) is the former town of Playas, New Mexico located in southwestern New Mexico. Playas was a company town built in 1971 by the Phelps-Dodge Corporation to support its nearby copper smelting operations. The geographic location was ideal due to its isolation from populated areas sensitive to the toxic byproducts of ore smelting. The town site, with suburban infrastructure occupies a one square mile footprint. After a brief life of only 28 years, the copper industry plummeted, and the smelter's location at the dead end of a long road became an unaffordable liability. With the plant closure in 1999, the town was no longer necessary to support the employee population. The majority of the residents of Playas relocated elsewhere while a few families were re-trained as caretakers during the slow dismantling process of the plant. The town and some of the surrounding land was acquired in the early 2000s by New Mexico Tech (NMT) to support and expand its research capabilities.

NMT is in the process of building the Playas Training and Research Environment (PTRE), developing this newly added mission for PTRC to expand its capabilities even further. For this project, NMT will provide expertise and support for research in and development of a cyber-kinetic environment to understand the interfaces and interactions between the physical world and the cyber realm. This specifically includes interactions through which objects and events in the environment can be sensed or manipulated via transducers or kinetic actuators connected to cyber-devices. In order to perform the research efforts, NMT will provide a range with network infrastructure representative of the internet and cellular networks isolated from actual commercial and public networks; network behavior and analysis capabilities; realistic and representative physical environments; command and control (C2) for event logistics, safety, and security; and system analysis and analytics for sponsors and users to include development of modeling, simulation, emulation, and tactical and tradecraft tools.

PTRC has aging infrastructure and its fiber optic network and power distribution systems are owned by public utilities. In order to build out an environment to meet the PTRE requirements of the new mission for the center, NMT needs a new fiber optic network, power distribution system, cellular network and radio network that NMT owns and controls. These upgrades are being funded through a contract (FA8650-20-F-1924) with the Air Force Research Laboratory (AFRL). AFRL tasked NMT to create an appropriate environment to research, develop, test and evaluate cyber-physical systems (CPSs); applying data collection and fusion against complex system analysis to enable understanding of physics and phenomena between cyber-connected devices and the physical world. The fiber optic backbone, along with the experimental power grid, will enable NMT to meet its contract obligations.

NMIMT will be utilizing federal funds so Davis-Bacon wage rates will be required for Hidalgo County. Website for Davis-Bacon is: https://beta.sam.gov/search/?index=dba&page=1&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true

Should NMIMT use state funds, wage rates will be obtained for that project from Workforce Solutions.

15.2 Utility & Experimental Power Grid

NMT wants to restore commercial/utility power to the Playas field lab shown in Figure 1. NMT will build out the experimental power grid with Federal funding in a phased approach as shown in Figure 2. The power network will provide end users an experimental power testbed. The end objective is to lay down all phases of the power distribution system throughout the town of Playas. This includes:

- Cabling buried in the ground to provide power to loads (houses, buildings, towers, light pulls), transformers (hardware and software-controlled protection) and smart meters.
- A design that enables selectable connections to supply and distribute power. One grid/network will connect to the utility and provide three-phase power to PTRE. A second independent grid/network for experiments will be collocated with the first grid/network and power PTRE from three-phase centrally located on-site generation and/or single-phase distributed generation. The loads (houses and/or buildings) will receive power from either grid/network as selected by switches located at the step-down transformers that serve a group of homes/buildings or at each house/building. The locations (at transformers versus individual homes/buildings) of the switches will be chosen by the proposer.
- An ability to easily switch houses/buildings from utility-provided metered power on one grid/network to locally generated power on the second grid/network.
- Allow “zoned distribution” such that groups of homes/buildings can be connected to utility-provided power or local power generation.
- An ability to isolate single-phase lateral branches of the second experimental grid at convenient points of interconnect and as well as intermediate locations.

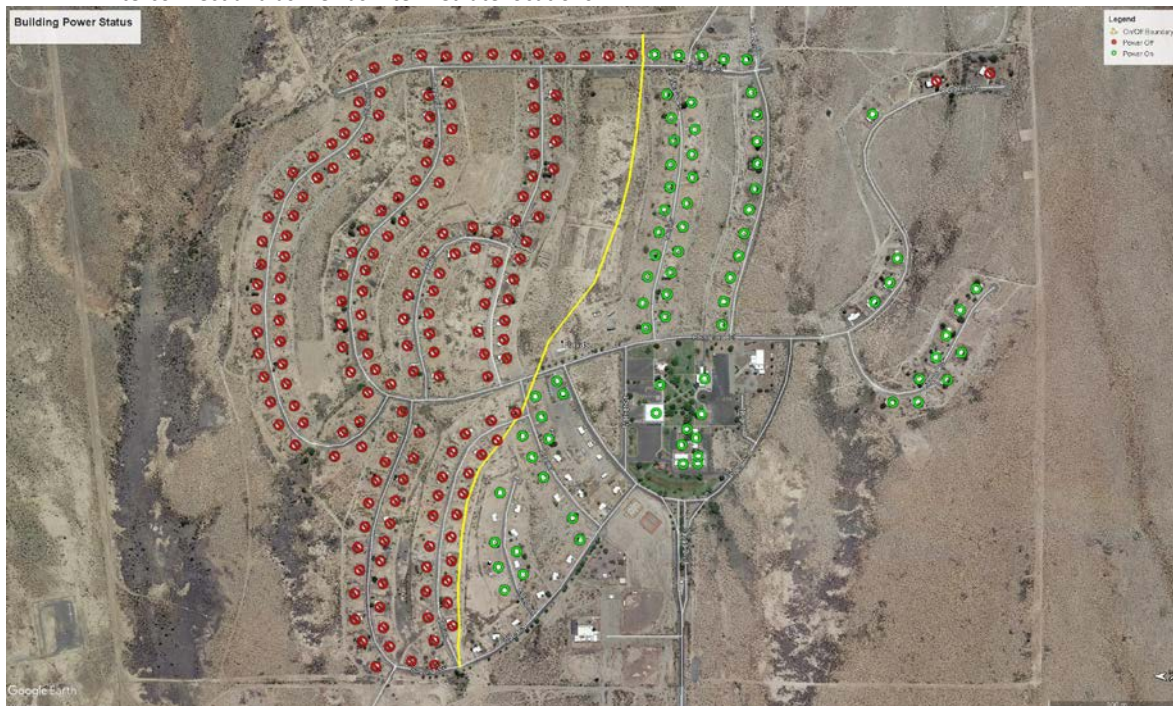


Figure 1: Current status of the Playas electric power distribution grid; Unpowered buildings are shown in red to the left of the boundary and powered buildings are shown in green to the right of the boundary



Figure 2: The combined experimental power grid and new commercial power grid will be installed in a phased approach utilizing the same trenches as the fiber optic cable layout; Blue elements are in the first phase, green elements are in the second phase and orange elements are in the third phase

The two switchable/reconfigurable power grids are shown conceptually in Figure 3. Groups of houses and buildings referred to as zones can be switched between power supplied by the existing utility company and alternate sources of locally generated power. Constant power needs to be maintained for the monitoring network through battery backup via a connection to power provided by the utility.

- “Grid one” will be metered at its three-phase connection to the electric utility and supply power to all zones within PTRE.
- “Grid two” will be collocated with “grid one” and independently supply power to all zones of PTRE. “Grid two” will enable single-phase distributed generation to be incorporated in the zones with houses/buildings as well three-phase centrally generated power. The sources of generation on “grid two” are not part of this RFP, but the infrastructure to readily interface with future installations of distributed and centralized generation is required. “Grid two” will have single-phase radial branches that can be isolated via switches located at convenient points of interconnect with the upstream feeders as well as intermediate locations.
- Zones (groups of houses/buildings) can have their power supplied by either the utility via “grid one” or local generation via “grid two”. Smart switches will be used to select the source of power. Zones will be defined by following standard engineering practices in terms of how many houses and buildings can be provided power by the transformers if the switches are located at transformers. If the switches are located at the houses/buildings, then zones will be as small as one house/building.
- Battery backed-up power from “grid one” will provide uninterrupted power to monitoring network systems at all houses/buildings.

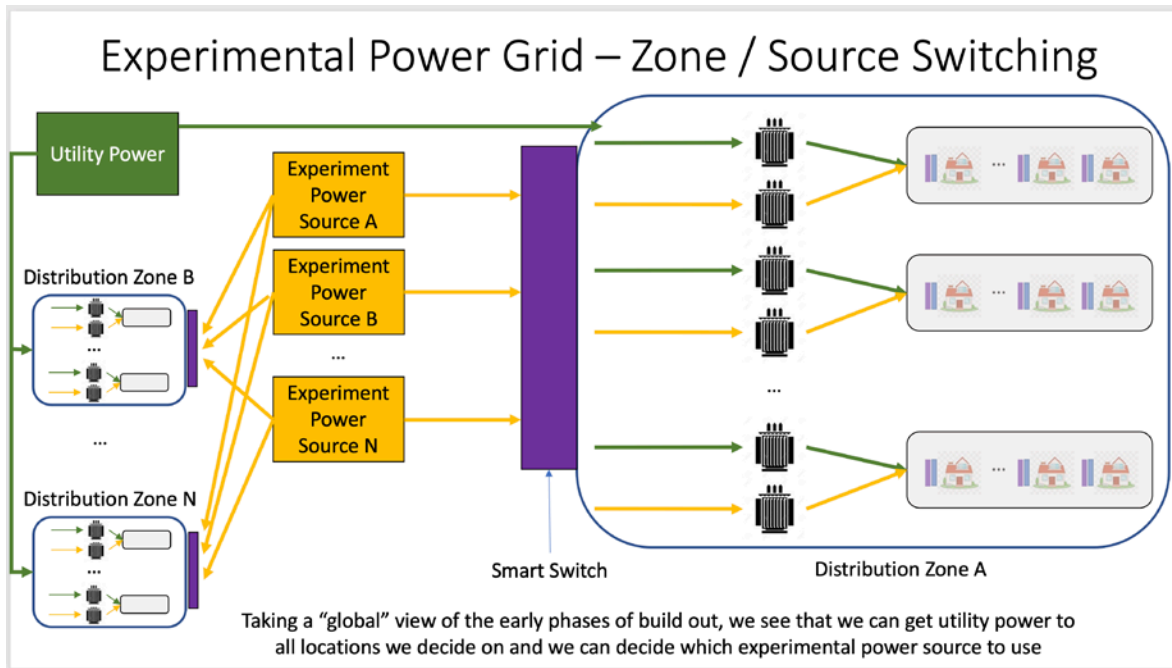


Figure 3: Conceptual diagram of power distribution system with grids that are selectable to supply zones

15.3 Current Status of Distribution System

The town site originally included three-phase distribution to different regions (see Figure 4). Due to aging infrastructure and disuse, the northern sections effectively have been abandoned and town primarily runs on one phase of power feeding into Playas from the Columbus Electric Cooperative (see Figure 5). The majority of the field lab is unpowered and it is NMT's desire to lay in the power infrastructure described in the previous section. The new power grid will include three-phase distribution, different zones and utilize free space to install local experimental/alternate power sources.



Figure 4: Original power grid configuration showing three phases of distribution system



Figure 5: Current configuration of the power grid showing only a single phase is operational in a portion of the facility

15.4 Utility and Experimental Power Grid Needs

NMT wants to ensure a modular design that allows end users to switch in and out “similar role” components. The power network needs to be designed such that smart technology for control and data acquisition is easy to install. The power network needs to have the flexibility to run experiments commensurate with the capabilities to be put in place such as:

- Connection of different groups of houses and buildings from defined zones to either utility- or locally-provided power such that different loads can be implemented.
- Connection of different combinations of locally generated power.

15.5 Communication and Data Systems

The fiber laydown will follow the power laydown’s phased approach shown in Figure 2. NMT wants to restore commercial/utility fiber to the Playas field lab, thus NMT will build out the fiber network with Federal funding in a phased approach as shown in Figure 6. The fiber network will provide end users an experimental, high-speed fiber testbed. The end objective is to lay down fiber throughout the town of Playas. The fiber laydown needs to meet the following requirements:

1. High speed and scalable fiber optic network.
2. Create and install a distributive split, and truly redundant fiber optic network that allows communication between the head end and internally between all locations within the complex.
3. Install all electronics for the fiber network in a demarked location to be determined.
4. Create three (or more depending on engineering needs) outside hub locations within the field lab (Figure 6 – Marked by green hexagon), that includes dedicated feeds back to the demark location.
5. Ensure that the hub locations are interconnected with each other to provide for redundant physical paths to the central demarked point.
6. Create a fiber connection to outlying locations to include (but not limited to) water tower, skeet range, church, bowling alley, water pumps and pool tower, airfield.
7. Install direct fiber to all homes within the field lab and back to the demark location via the “neighborhood hub”.

8. Supply all fiber optic traces and documentation and training for the network.
9. Needs network to carry many devices and be an Internet Protocol (IP) based network.
10. Use “active optical” point to point connections for high bandwidth needs over Ethernet. Standard datacenter protocol/framing.
11. Use “passive” multi-point-to-point connections for a large number of low bandwidth needs.
12. The fiber network needs to carry data from sensors and devices to processing/storage.
13. The fiber network needs to carry command and control signals to/from sensors and devices.
14. Fiber strands can be changed from active to passive as the need arises.
15. Every location with service will have 48 separate fiber strands (24 pairs).
16. Needs to use OS2 single mode for future proofs to 400Gbit/sec per pair (active, with future support of Terabit standards as end equipment electronics becomes available) to many kilometers of distance.
17. Needs to support 10Gbit/sec speeds on the passive network with the future expectation to expand to higher bandwidths.
 - a. This is not a typical “telco” style install and we are interested in synchronous up/down rates instead of the typical “faster down” standard.
18. Needs to support future expansion by ensuring a large number of “pull boxes” specifically being having such boxes at each side of road crossings. Sufficient slack needs to be supplied such that pull boxes can be used as places to add additional endpoints
19. Needs to support future expansion by adding empty “inner ducts” such that new fibers can be pulled in the future.
20. All locations in the field lab (i.e the hubs) where equipment needed to run the fiber network resides must be supplied with redundant uninterrupted power to a level sufficient to keep that equipment running during a power failure scenario.
21. All locations in the field lab where the fiber network terminates need to be supplied with redundant uninterrupted power to 30 amps of 110 volt service.



Figure 6: The phased approach for fiber layout will be done in tandem with the phased installation of power; blue and red elements will be installed in the first phase, green elements in the second phase, and orange in the third phase; not pictured is the line to the airstrip

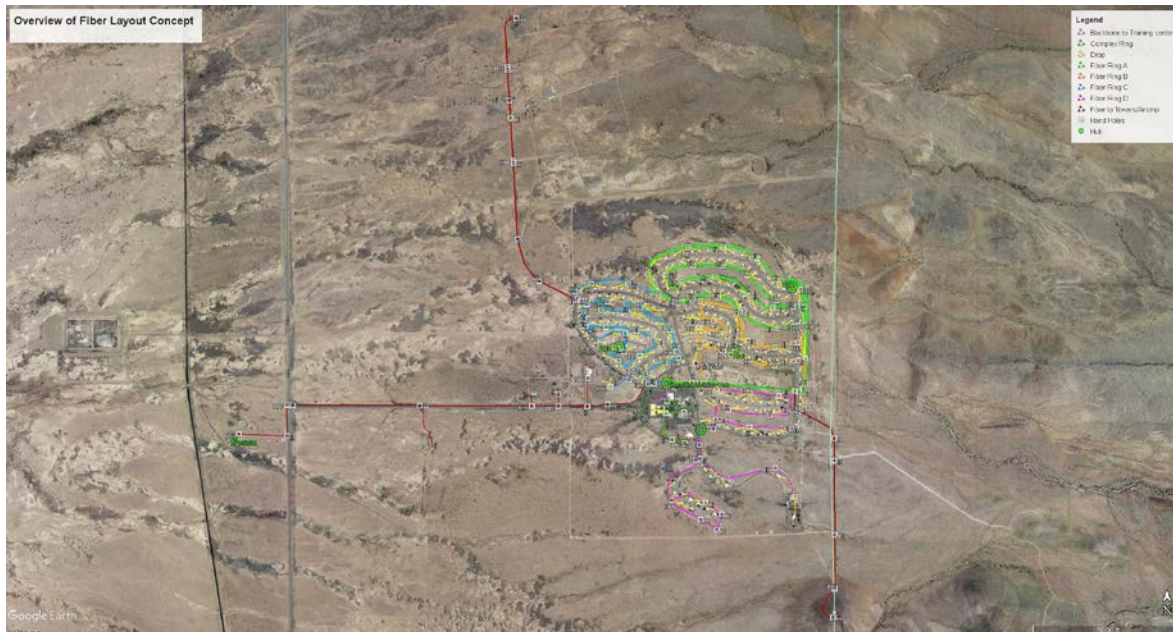


Figure 7: Overview of full fiber layout concept including the southern regions of the town site, skeet range, water tower, and air strip

15.6 Fiber Network – Layout Concept

The concept of the fiber optic network is shown in Figure 8.

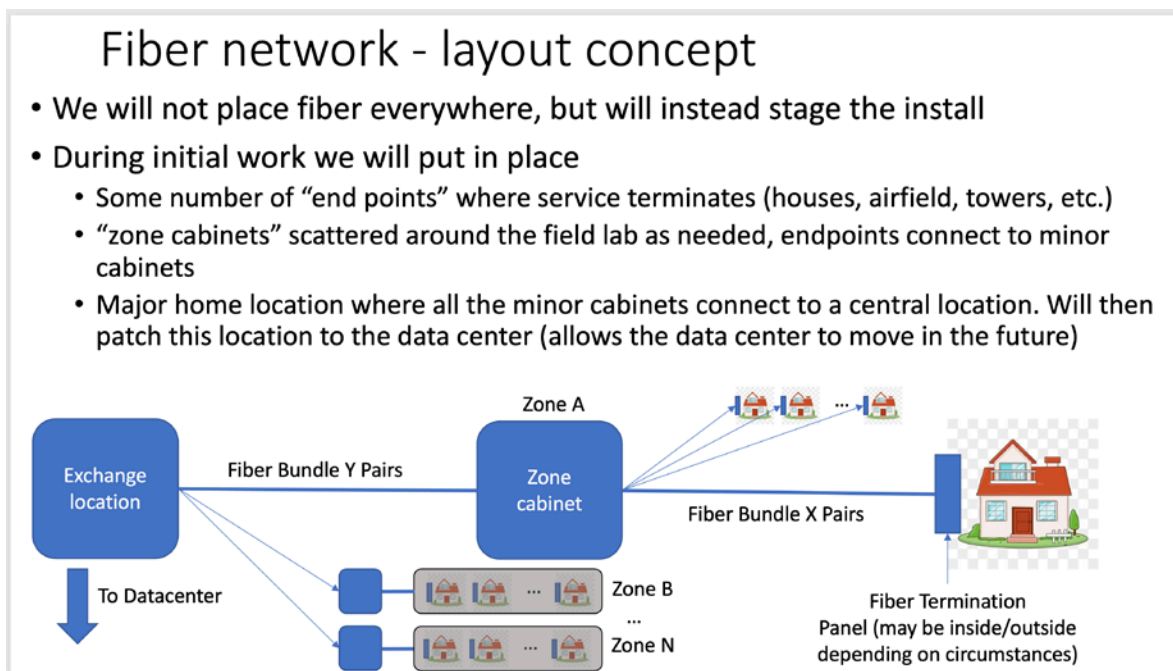


Figure 8: Concept of fiber optic network

15.7 Fiber Network – Passive vs Active at Network Layer

Passive: Carry more devices on less fiber

Passive Optical Network (PON) allows us to share a single pair/strand among many endpoints. Especially useful to conserve fiber from “home” to “zone cabinets”.

XG-PON or XGS-PON possibly 10G-EPON (reduces overhead keeps native Ethernet).

10Gbit/sec shared among 16, 32 or 64 endpoints.

Active: (we mean active Ethernet here) carry more bandwidth

Will start at 10Gbit/sec and will bond multiple links if more bandwidth is needed. Can easily support 40Gbit/sec with end equipment upgrades. Will upgrade to 400Gbit/sec when technology prices come down.

15.8 Power/Fiber Install Phased Approach

The power/fiber install will be addressed as a phase approach. Phases 1-4 are shown in Figure 9 below.

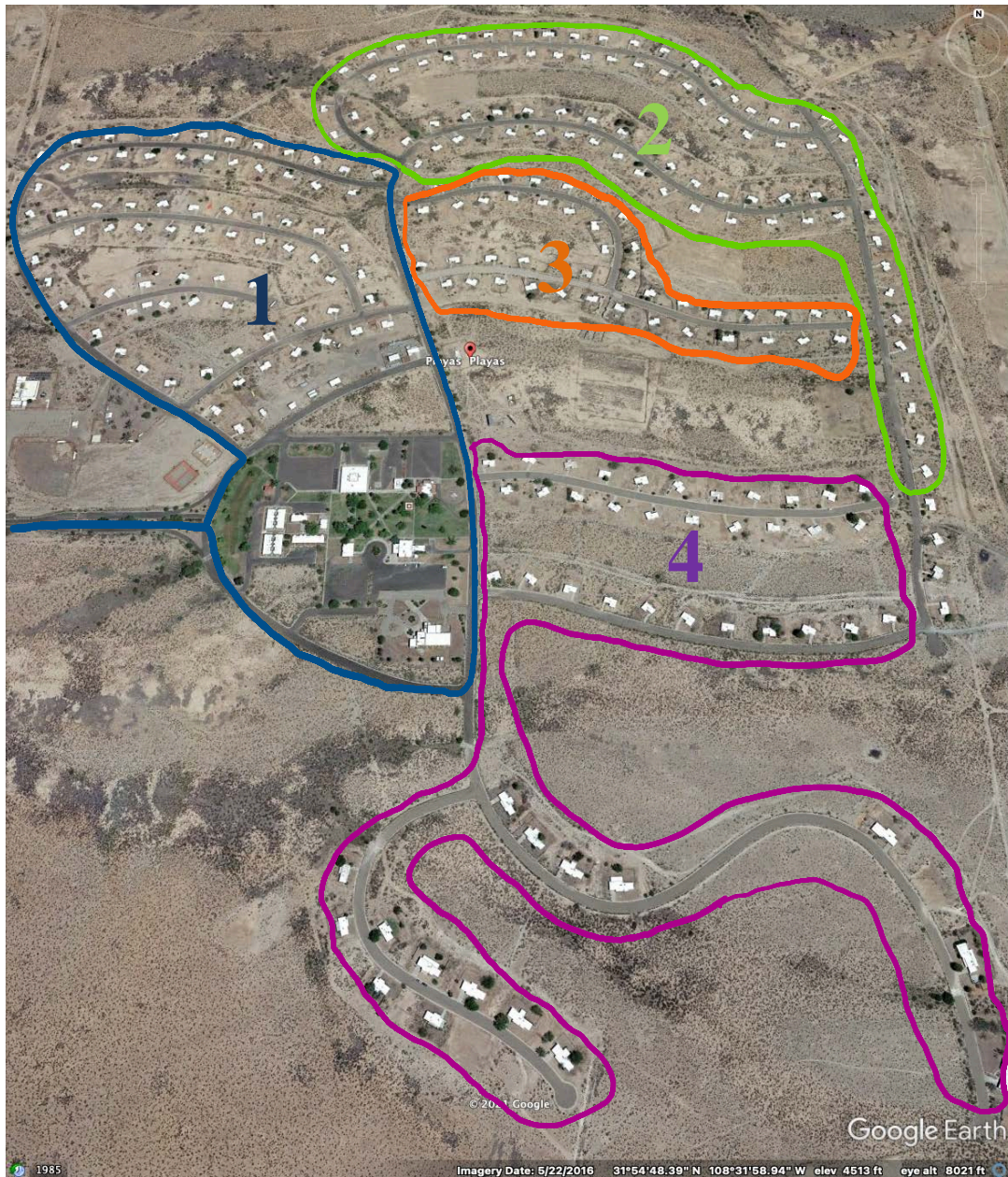


Figure 9: Fiber Power Install Phased Approach

Phase 1 of this project has been approved through NMT's federal government sponsor. Phase 1 is the blue outline labeled with a "1" and has end points that reach out to three additional points shown on the map in Figure 10 below.

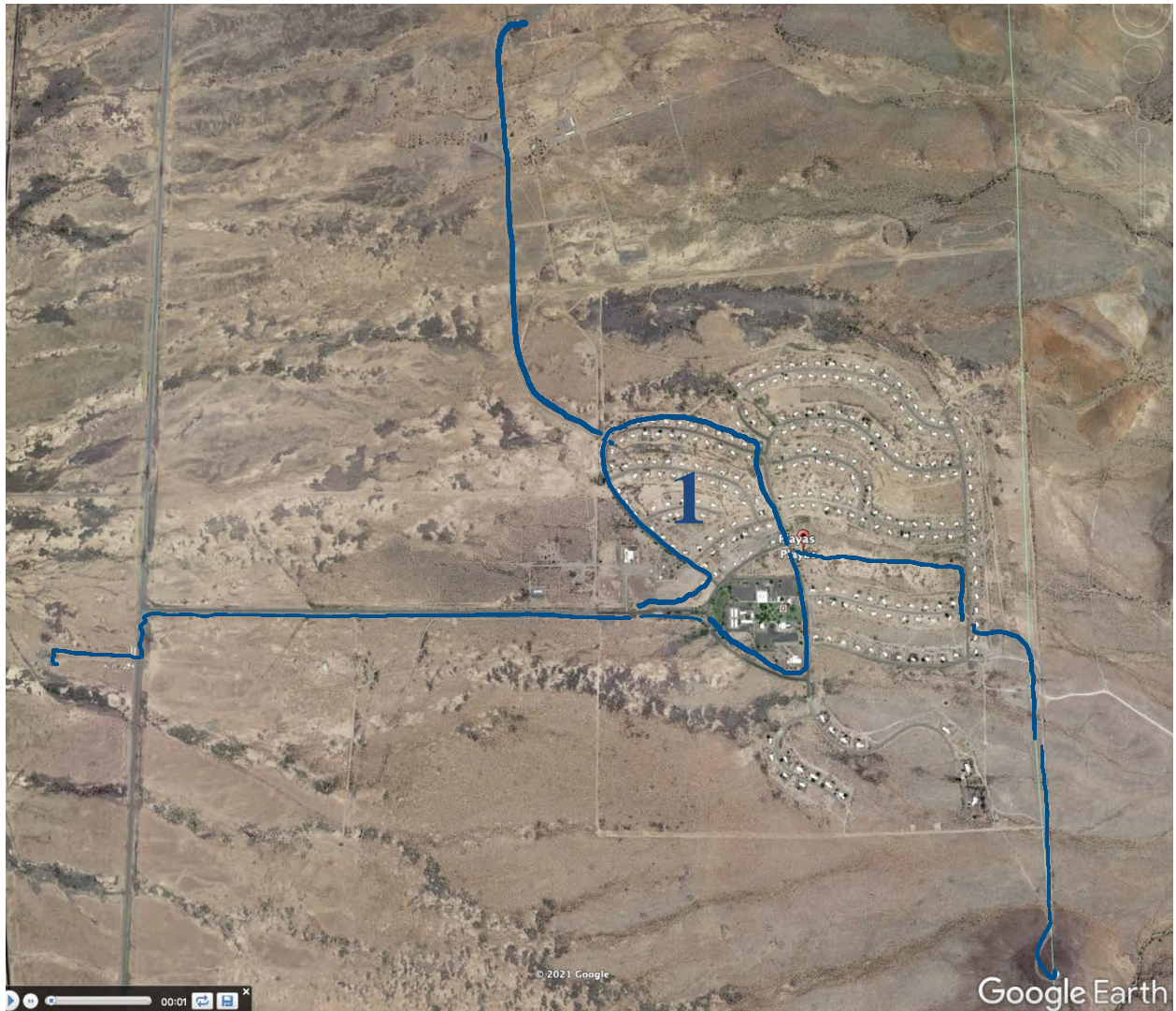


Figure 10: Phase 1 showing three endpoint locations.

Phase 1 has 87 locations to include homes and large buildings that will need power and fiber installed.

Phase 2, 3, and 4 have 84, 43, and 48 homes, respectively that will need power and fiber install.

Each phase needs to meet the requirements discussed in sections 1 through 7 above.

PROPOSAL FORMS
(ALL FORMS TO BE COMPLETED, SIGNED AND INCLUDED IN OFFER)

OFFER

To: New Mexico Institute of Mining and Technology
801 Leroy Place
Socorro, NM 87801
Re: RFP# 2105016P

Offer of _____ (hereinafter called Proposer) a:

Corporation ☐ Partnership ☐ or Individual ☐

The Proposer 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 Proposer accepts all of the terms and conditions of the Request for Proposal and Instructions to Proposer. 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 Proposers. 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, proposers acknowledge receipt of the following addendum/addenda:

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

Title

Date

Telephone

Email

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

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

Signature

Date

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

Name

Telephone

Email

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(please return with Offer)

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

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(please return with Offer)

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 statutes 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 Offer)

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

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

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 Proposer 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 Proposer 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 Proposer in his business.

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 _____

Subcontractors List

Please list each subcontractor you may use on this project.

Note: Add Additional sheets if needed to list all subcontractors.

Subcontractor	Address	Workforce Solutions License #	Expiration	Classification	License Type