



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

PROJECT NAME: IDIQ Architectural and Engineering Services

PROPOSAL NUMBER: RFP # 2105019P

RFP DUE TIME AND DATE: July 23, 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 2105019P
Brown Hall, Rm 110
801 Leroy Place
Socorro, NM 87801

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1. INSTRUCTIONS TO OFFERORS

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 New Mexico Tech office or New Mexico Tech 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 New Mexico Tech 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 New Mexico Tech, nor does New Mexico Tech's silence imply any acceptance or rejection of any offer. 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. The original offer with an **original signature** and **pricing** shall be submitted along with a copy on a thumb drive or disc. 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 New Mexico Tech 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 New Mexico Tech 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.

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 24, 2021
Mandatory Pre-Proposal Conference and Site Visit	NMIMT Purchasing Proposer	N/A
Deadline for Questions	Proposer	July 15, 2021 @5:00 PM (local time)
Deadline for Addendum(s)	NMIMT Purchasing	July 16, 2021 @5:00 PM (local time)
Submission of Offer	Proposers	July 23, 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 New Mexico Tech 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 New Mexico Tech, 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 New Mexico Tech 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 New Mexico Tech and may be terminated without penalty or obligation at any time prior to the signing of a contract. New Mexico Tech 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:

Possible Points	Points This RFP
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<p>Experience and Past Performance Respondent is to furnish three examples as references of previous design projects (where the respondent firm was the lead architectural or engineering firm) that included the multi-disciplined services as defined in the statement of work. Please do not include NMIMT personnel. The information should include the following:</p> <ol style="list-style-type: none"> Name and location Name, address, and telephone number of owner’s representative Project description Project Cost (in thousands) Performance Period Number of Change Orders <p>The projects will be evaluated for their past project experience directly related the type of multi-disciplined services, their success (including schedule, budget, safety, security systems, quality performance and customer satisfaction), and the Respondent’s ability to manage challenging situations.</p>	25	
<p>Experience and Past Performance – Corporate Teaming Experience Respondent shall complete the “Experience and Past Performance Teaming Matrix”. This matrix provides a correlation between the teamed firms’ previous working experience on the projects that involve the experience and technical expertise as outlined in the scope paragraph above. The role that the firm played on the project should be specified in the appropriate row/columns of the matrix. Provide information on “Experience and Past Performance Teaming Matrix” if Respondent has complete in-house capability.</p> <p>This attribute will be evaluated to determine the extent of experience that the respondent has within the Corporation and the experience that the respondent has in teaming with other subcontractors on similar jobs. The success of a potential contractor is greater if they have previous experience with their subcontractors and will be measured accordingly.</p>	25	
<p>Organization Chart Respondent is to provide a description of the organization structure proposed to complete this project. Respondent shall provide a copy if its proposed organization chart. Include a discussion that adequately describe the resources both internal and external for all typical design disciplines. Discuss how communications will be handled within the organization structure.</p> <p>The organization chart will be evaluated to determine the probability of success based on the proposed structure. Completeness, appropriate reporting relationships, communication, etc. are all factors to be used in determining the probability of success.</p>	25	
<p>Resumes of Personnel Respondent is to provide resumes for the all proposed key personnel that would include their education, qualifications/certifications, tenure with the company, and experience with projects that are similar in nature to the experience and technical capabilities outlined in the scope paragraph above. Resumes will be evaluated to determine the adequacy of the primary management team being offered. Adequacy will be determined by reviewing such factors as: Applicable experience towards the position proposed Education Experience/Qualifications with the Scope service requirements Certifications</p>	25	
Total Possible Points	100	
<p>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 & Revenue Department. The in-state preference is not utilized for federally funded projects.</p>	5	
<p>Veteran New Mexico Resident Business Preference : To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. The in-state preference is not utilized for federally funded projects.</p>	10	

Total Possible Awarded Points	105-110	

Note: FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

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.

Instructions for completing Teaming Matrix:

The names of the Offeror and his major subcontractors or teaming partners go down the left-hand column of the matrix. The names or titles of the three projects listed under Criteria for Experience and Past Performance – Corporate Teaming Experience go across the top of the matrix. If any of the corporate entities worked on any of the three projects, the role that they played on the project should be specified under the project name in the row in which their corporation is listed. Unless every corporate entity on every one of the three projects, there will be blank areas in the matrix. If none of the corporations worked on any of the three projects, the entire matrix will be blank.

Teaming Matrix

	Project No. 1	Project No. 2	Project No. 3
Name Offeror Role/Responsibility			
Name Subcontractor Role/Responsibility			

5. TERMS AND CONDITIONS

5.1 General

5.1.1 New Mexico Tech'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 If applicable, 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 New Mexico Tech reserves the right to select the combination of goods and services that appear best-suited to meet the needs of New Mexico Tech. New Mexico Tech reserves the right to reject any offer outright even if technically superior, if such an offer exceeds New Mexico Tech'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 New Mexico Tech.

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 New Mexico Tech.

5.5 New Mexico Tech reserves the right to negotiate a change in Proposer's representative if the assigned representative is not supplying New Mexico Tech'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 New Mexico Tech.

5.6 If Proposer's offer is accepted, the offer and appropriate modifications will be incorporated in the contract entered into between New Mexico Tech 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) New Mexico Tech RFP 2105019P and all addenda
- 2) Proposer's Offer

5.8 New Mexico Tech 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, New Mexico Tech 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. New Mexico Tech 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 New Mexico Tech 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. New Mexico Tech will consider but is not bound by any Proposer's standard terms and conditions. If an impasse occurs, the offer shall be disqualified.

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 New Mexico Tech. 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 The Contractor(s) will assume the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death), or damages or alleged damages to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the Contractor, and his agents, and employees, including losses, expenses, or damages sustained by New Mexico Tech. The Contractor will undertake and agree to indemnify and hold harmless New Mexico Tech and its Board of Regents, individually and collectively, and the officers, agents, and employees of New Mexico Tech, from any and all losses, expenses, damages (including loss of use), and to pay all damages, judgments, costs and expenses, including attorney's fees in connection with said demands and claims resulting therefrom. Any claims against New Mexico Tech must be filed with the State of New Mexico.

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 New Mexico Tech 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 New Mexico Tech 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 New Mexico Tech are specifically exempted from the state 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.

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 New Mexico Tech by sending a request to purchasing@nmt.edu along with company name, address and TIN or NM CRS number.

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 New Mexico Tech.

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> **New Mexico Tech's E-Verify Company ID Number is 165512**

5.15.1 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.

5.16 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.

5.17 During the term of this agreement, New Mexico Tech 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 New Mexico Tech 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 New Mexico Tech personnel or a third party under contract with New Mexico Tech. New Mexico Tech shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from New Mexico Tech 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 New Mexico Tech is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. New Mexico Tech'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 New Mexico Tech 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 New Mexico Tech proposes modifications, the Contractor shall within thirty (30) days after receiving New Mexico Tech's notice give New Mexico Tech 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 New Mexico Tech 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 New Mexico Tech 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. New Mexico Tech likewise reserves the right to designate an Evaluation Committee in evaluating the offers according to the evaluation criteria. New Mexico Tech 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 New Mexico Tech is unable to negotiate a contract with the one selected as most qualified, negotiations will be terminated at the discretion of New Mexico Tech. 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 your certificate to your response. The preference may not be combined with the Veterans Preference, but may be used once Veterans Preference cap is reached. 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 and verification of annual revenues, shall be given a preference between seven percent (7%) and 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 terms of this agreement shall be for one two-year period with the option to renew this agreement for up to an additional two years by mutual consent, not to exceed four years in total.

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 New Mexico Tech 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 New Mexico Tech, 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, New Mexico Tech 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 New Mexico Tech, become the property of New Mexico Tech, 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 New Mexico Tech for damages sustained by New Mexico Tech by virtue of any breach of this agreement by the Contractor, and New Mexico Tech may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due New Mexico Tech from the contract is determined.

13.1.2 New Mexico Tech may terminate the Contract at any time by giving ninety (90) days written notice to the Contractor. If the Contractor is terminated by New Mexico Tech 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 Ownership by the Contractor	All Orders	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
Recovered Material	Biobased products that use USDA designated items	52.230-3 (June 2020)
Recovered Material	Biobased products that do not use USDA designated items	52.223-1 (May 2012)
Recovered Material	EPA Designated items except off the shelf	52.223-2 (Sept 2013)
Recovered Material	Items less than \$150K	52.223-4 (May 2008)
Recovered Material	EPA Designated items except off the shelf	52.223-9 (May 2008)
Recovered Material	Items greater than \$150K EPA-designated items Service and Construction	52.223-17 (Aug 2018)

15. INTRODUCTION

15.1 The Purchasing Services Office, on behalf of the board of Regents of the New Mexico Institute of Mining and Technology, (NMIMT) requests sealed competitive proposals to establish an IDIQ Engineering Services Multi-Year Contract and IDIQ Architectural Services Multi-Year Contract. NMIMT on awarding the contract to a firm that has expertise and technical competence in architectural and engineering services. Services include, but are not limited to the design of electrical exterior primary distribution, substations, power generation, secondary distribution, lighting systems, fire-alarm systems, direct digital control systems, security systems and telecommunications systems and for the design of mechanical heating, ventilating, and air-conditioning systems and controls, compressed air systems, industrial exhaust and ventilation systems, water heating systems, plumbing systems, water pumping systems, hydraulic systems, fire protection systems, escalators, elevators, fuel piping systems, and central utility systems. The services may also include, but are not limited to, engineering studies; preparation of plans and specifications, bidding, construction inspections, commissioning, cost estimates, and parametric cost estimates; as-built drawings; and post construction services. Projects may involve new construction, alteration and/or repair of existing systems and equipment, and installation of mechanical and electrical facilities and systems. Contractors are to submit proposals in accordance with the specifications contained in this RFP. The purpose of this procurement is to select one or more firms to provide engineering services to NMIMT at the Playas Research and Training Center (PRTC). There is no guarantee by NMIMT of the frequency or amount of work to be performed, it will be on an as-needed-basis.

15.2 Funding for each project or work performed on a time and material basis will be determined prior to the assignment of work to the successful firm. The selected firms will then be responsible for providing the necessary engineering services to support work performed in-house or to support work to include the development of construction specifications and drawings and support for competitive bidding.

15.3 A contract will be of the Indefinite Quantity type where the work will be required on an as needed basis. The maximum value for a single contract, inclusive of all options, shall not exceed \$650,000.

15.4 Projects awarded to the selected firm(s) subsequent to this RFP shall not exceed \$7,500,000 over four years. Project values that exceed this maximum value shall be re-competed and awarded based a specific project description and scope of work.

15.5 The Contractor, its subsidiaries or affiliates that design or prepare specifications for a construction contract cannot provide the construction services for the same contract. This includes concept design, which includes preparation of project programming documents, facility sitting studies, environmental assessments, or other activities that result in identification of project scope and cost.

15.6 Under this RFP award(s) will be made for Engineering Services and Architectural Services. It is expected that both the selected Engineers and Architects will work together on PRTC projects. Each project contract issued to the Contractor will be a firm fixed price A-E Contract. The fees for each project shall be governed by the State of New Mexico A&E Fee Rate Schedule. For work provided by the Contractor where the work is not specific to the completion of a given project the Contractor shall bill based on an hourly rate schedule to be negotiated prior to award.

15.7 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under the contract. The Contractor shall without additional compensations, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

15.8 The Contractor agrees to purchase and maintain at their expense a policy of insurance covering Errors and Omissions for any damages caused by an error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees for the services performed by the Contractor in the amount of \$1,000,000.00 per occurrence. The Contractor further agrees to maintain this insurance in full force and effect throughout the period that the Contractor is performing any services on the project and for an additional period not less than five (5) years following substantial completion of the work. The Contractor agrees to provide adequate written proof of insurance when requested by NMIMT and on a yearly basis. The Contractor agrees that the obligations set forth under this provision shall be specifically enforceable.

16. STATEMENT OF WORK (SOW)

16.1 Mission Objective: The objective of this effort is to provide architectural and engineering services on an as-needed basis in support of the New Mexico Institute of Mining and Technology's (NMT) PEACE Project in Playas, NM. This effort supports the NMIMT mission to repurpose existing facilities and develop new facilities at the Playas Research and Training Center (PRTC) to store and maintain equipment and to provide accommodation for activities in support of urgent, emergent, and/or operational needs at the direction of U.S. Air Force (USAF), Air Force Research Lab (AFRL) and other joint and US Government elements as established by the AFRL PEACE contract FA8650-19- S-1888. These facilities will be used for operational support and training related to PEACE Project goals. The project must meet requirements of ICD-705, and DoD 5200. The contractor must meet special handling requirements of Controlled Unclassified Information (CUI) such as not transmitting data unless it is encrypted, collecting documents and drawings from sub-contractors and suppliers, and maintaining access rosters. Contractors will appoint and identify a Security person and present a plan for security quality control during the design process and through the duration of the project. Contractor will have an employee security training and certification plan.

Contractor specific areas of experience and expertise must include:

- Secure Facility Design to ICD 705 standards
- Architectural design from inception to contract documents
- Structural Engineering
- Mechanical Engineering
- Piping
- HVAC
- Plumbing
- Electrical Engineering
- Alarm Systems
- Access Control Systems
- Intrusion Detection Systems
- TEMPEST
- Electronic Security
- Fiber network design
- Cost Estimating of ICD 705 Secure Facilities
- Construction Management support
- Secure Construction Management under a framework of a Construction Security Plan
- Tracking, recording and reporting personnel accessing the site

16.2 General Requirements: This section describes the general requirements for this effort. The following sub-sections provide details of various considerations on this effort.

16.3 Scope: These services will be provided in response to Task Orders specifically for the design and construction of facilities to support technical and logistical equipment and activities necessary for training, experimentation, exercise, and rehearsal purposes to support the PEACE Project. To support critical experimentation and training events, PEACE requires new construction and repurposed existing buildings capable of being accredited to meet ICD – 705, TEMPEST, and DoD 5200 accreditation in order to satisfy the expansive, cross-domain requirements of a specialized and diverse Department of Defense (DOD) audience. Initially, these facilities will include, but not be limited to, the refurbishment of an existing 13,643 sq.ft. structure, the design and construction of a new 25,000 sq.ft. warehouse, the development of an area for portable facilities, and the provision of services to the Center Site. PEACE requires planning, architectural and engineering services to support the construction of these facilities and others that may be required during the period of performance of this contract.

16.4 Tasks: Tasks Orders will be issued for each specific task related to individual buildings, projects, or services to be provided.

16.5 Place of Performance: The site is located in Playas, NM and in Socorro, NM.

16.6 Travel / Temporary Duty: Travel charges shall be authorized in advance. Contractor travel charges shall be invoiced in accordance with the current volume of the Government Joint Travel Regulations (JTR). Contractors will not be reimbursed for

travel within a 50-mile radius. Fee/profit on travel is not authorized and shall not be reimbursed under the terms of the resultant contract order for both prime and subcontractors.

The contractor shall be required to travel in performance of this contract. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. Estimated travel as described below is required as part of contract performance and should be reflected in the contractor’s proposal for travel.

Location	# of Days per trip	# of Trips	# People per trip
Playas, NM	1	10	3

17. SPECIFIC TASKS: The contractor shall execute the Specific Service Areas defined in this section.

17.1 Service Area 1: Planning and design services

The contractor shall provide planning and design services as required for the Center Site area and the initial facilities being developed. The contractor will also advise on regulatory requirements.

17.2 Service Area 2: Engineering Services

The contractor shall provide structural, mechanical and electrical services for the Center Site and the initial facilities being developed. This will include the planning of site services and utilities to the facilities under development.

17.3 Service Area 3: Construction Management

The contractor shall perform site inspections on a regular basis to monitor construction and to ensure conformity with design, and code requirements and necessary regulatory inspections. The contractor shall include Facility Security and Security System inspections in this task. This will also include the management and execution of the submittal process.

The contractor shall provide security reporting requirements/instructions to the contractor. The contractor shall give security instructions for final document disposition.

17.4 Service Area 4: Planning for future facilities.

The contractor shall provide planning and technical support for the development of any future facilities.

17.5 Service Area 5: Engineering support for the Center Site

The Center Site will require an upgrade in existing services and new services, including but not limited to, sewers, drains, potable and fire-fighting water, electrical, data and communications, installations and equipment. The contractor shall provide consulting services on an as-need basis in support of the provision of these services throughout the Center Site.

17.6 Document, Reporting Requirements, and Deliverables

Each Task Order will specify the following as required by the Order:

- Technical Interchange Meetings (TIMS): The contractor shall participate in bi-weekly TIMs. The contractor will submit a Status Report a minimum of 24 hours prior to every TIM. The Status Report will that highlight the overall work and progress accomplished during the previous two weeks a detailed status of every service being provided, and an updated schedule.

- Deliverables:

- Preliminary Design Review
- Final Design review
- Cost Estimate Report
- Construction Schedule
- Construction Drawings
- Technical Reports
- User Manuals
- Construction specifications

17.7 Security

The contractor shall comply with applicable security requirements established for this contract by DD 254 (Contractor Security Classification Specifications) and further defined in the DD 254 for each Task Order as required, the Critical Information List, and U.S. export controls. The contractor must meet special handling requirements of Controlled Unclassified Information (CUI) such as not transmitting data unless it is encrypted, collecting documents and drawings from sub-contractors and suppliers, and maintaining access rosters. Contractor shall maintain compliance with NIST 800-171. The contractor will appoint a Security officer, who shall implement and keep records regarding the security quality control plan during the design process and through the duration of the project. Contractor shall implement and document an employee security training and certification plan.

18. APPLICABLE REFERENCE DOCUMENTS

Unless otherwise specified, the following documents form a part of the SOW and may be used as references.

- Department of Defense Manual 5200.01, Volume 3. DoD Information Security Program: Protection of Classified Information
- Department of Defense Manual 5105.21-Volume 2, Sensitive Compartmented Information (SCI) Administrative Security Manual: Administration of Physical Security, Visitor Control, and Technical Security
- Federal Specification FF-L-2740, Locks, Combination
- Federal Specification FF-L-2890, Lock Extension (Pedestrian Door, Deadbolt)
- Federal Specification FF-P-110, Padlock, Changeable Combination (Resistant to Opening by Manipulation and Surreptitious Attack)
- Intelligence Community Directive (ICD) 705, Sensitive Compartment Information Facilities
- Intelligence Community Standard Number 705-1 (ICS 705-1), Physical and Technical Security Standards for Sensitive Compartmented Information Facilities
- Intelligence Community Standard Number 705-2 (ICS 705-2), Standards for the Accreditation and Reciprocal Use of Sensitive Compartmented Information
- IC Tech Spec-for ICD/ICS 705, Technical Specifications for Construction and Management of Sensitive Compartmented Information Facilities
- COMMITTEE ON NATIONAL SECURITY SYSTEMS INSTRUCTION (CNSSI) CNSSI No. 7000, TEMPEST Countermeasures for Facilities (Confidential)
- NATIONAL SECURITY TELECOMMUNICATION AND INFORMATION SYSTEMS SECURITY (NSTISS) NSTISSI No.7003, Protective Distribution Systems (PDS)
- UL 634, Standard for Connectors and Switches for Use with Burglar-Alarm Systems
- UL 639, Standard for Intrusion-Detection Units
- UL 681, Installation and Classification of Burglar and Holdup Alarm Systems for Alarm System Installation
- UL 1711, Amplifiers for Fire Protective Signaling Systems

- UL 2050, National Industrial Security Systems; (UL 2050 materials are restricted and only distributed to those demonstrating relevant national industrial security involvement)
- UFC 4-010-01, DoD Minimum Antiterrorism Standards for Buildings with Change 1
- UFC 4-010-05 Sensitive Compartmented Information Facilities Planning, Design, And Construction, With Change 1
- UFC 4-010-06 Cybersecurity Of Facility-Related Control Systems, With Change 1
- UFC 4-020-01, DoD Security Engineering: Facilities Planning Manual
- UFC 4-021-01 Design And O&M: Mass Notification Systems, With Change 1
- UFC 4-021-02 Electronic Security Systems, With Change 1
- UFC 4-022-01 Security Engineering: Entry Control Facilities / Access Control Points
- UFC 4-022-03 Security Fences And Gates

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 2105019P

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