

Central New Mexico Community College Purchasing Department
525 Buena Vista SE, A Building, Room #A128 / PO Box 4586
Albuquerque, NM 87106 / 87196-4586

REQUEST FOR PROPOSAL NO. P-284	TITLE: Architectural Design Services forThe Renovation of the Data Center for a New Campus Bookstore, Student and Student Services Areas at CNM's Main Campus
DUE DATE: October 21, 2009	TIME: 3:00 P.M. local time
PROCUREMENT OFFICER: Charlotte Gensler, Director of Purchasing and Materials Management Telephone number: 505-224-4546 Fax number: 505-224-4548 E-mail address: cgensler@CNM.edu	
NUMBER OF RESPONSES REQUIRED: One (1) Original and four (4) Copies	FREIGHT TERMS: FOB Destination Freight Included PAYMENT TERMS: Net 30 Days

INSTRUCTIONS TO OFFERORS:

The Central New Mexico Community College (CNM) invites you to submit a proposal on the material and/or services specified within this Request for Proposal. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this Request may result in your proposal being declared non-responsive. The purchase of materials and/or services awarded under this Request is subject to CNM's General Terms and Conditions as well as all statements contained in this Request for Proposal. New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

To submit an offer on the goods or services specified, provide a type written proposal responding to the scope of work/services, specifications, and evaluation criteria contained herein. **Complete the form labeled "Signature of Firm's Authorized Representative" and submit with the original proposal response. CNM does not desire responses with fancy binders, binding, or sales literature. Instead, offerors should submit responses as required for easy and clear evaluation with information presented in the order it appears herein referencing sections on all attachments. Each original proposal must be signed in ink by an authorized representative; all corrections shall be initialed in ink by person signing the proposal. The contents of the selected proposal may become part of any resultant contract award. If you wish to offer more than one proposal, clearly label the top as an alternate proposal and submit all responses in the same envelope as the original proposal. Submit the number of copies of your proposal specified above. Each copy is to include all supporting documentation. Failure to submit the required number of copies may result in your proposal being considered non-responsive.**

Completed proposal package should be placed in a sealed envelope, referencing this RFP number in the lower left corner of the envelope, and submitted to the above address no later than the time and date specified above. Failure to properly complete and reference this RFP number in the lower left corner of your sealed proposal envelope may result in either premature opening of your proposal or failure to open it upon the correct closing date and time.

Note: Any and all clarifications of instructions, terms and conditions, insurance, bonds, or proposal preparation shall be made only by the Buyer listed above. Such requests for clarification must be made in writing, addressed to the Buyer listed above, and **submitted no later than five (5) days prior to the proposal due date**. Technical questions concerning the requirements of the requester should be directed to the Buyer listed above. **If appropriate, CNM Purchasing shall issue a written Amendment which shall thereafter become part of this Request for Proposal. No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM Purchasing prior to the proposal due date and time.**

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P-284 SECTION A: DEFINITIONS

- 1.1 **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 1.2 **Vendor/Contractor:** means the Successful Offeror awarded the Agreement/Contract.
- 1.3 **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13-1-52 NMSA 1978).
- 1.4 **Offeror:** any person, corporation, or partnership legally licensed to provide design professional services in this state, which chooses to submit a proposal in response to this Request for Proposals.
- 1.5 **Procurement Officer/Buyer:** means the person or Procurement Officer or his designee authorized by CNM to manage or administer a procurement requiring the evaluation of proposals.
- 1.6 **Request for Proposals:** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals (§ 13-1-81 NMSA 1978).
- 1.7 **Responsible Offeror or Proposer:** means an a offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her/its’ financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 NMSA 1978).
- 1.8 **Responsive Offer or Proposal:** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§ 13-1-85 NMSA 1978).
- 1.9 The terms **must, shall, will, is required, or are required,** identify a mandatory item or factor.
- 1.10 The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.
- 1.11 **“Detailed Estimate of Construction Cost”** means a forecast of construction costs prepared on the basis of the Architect’s detailed analysis of materials and labor for all items of work.
- 1.12 **“Estimate of Probable Construction Costs”** means a forecast of construction cost; may be a preliminary estimate of construction cost or a detailed estimate of construction cost.
- 1.13 **“Preliminary Estimate of Construction Cost”** means cost forecasts prepared by the Architect during the schematic design, design development, and construction documents phases of basic services for the owner, prepared prior to the detailed estimate of construction costs.
- 1.14 The terms **“Construction Costs” and “Actual Construction Costs”** are to be construed to be one and the same and mean the actual contract amount to be paid by CNM to the General Contractor(s)/CMAR to construct the structure or facilities designed and described within the construction bidding documents. Construction costs do not include costs associated with furniture and equipment not specified within the construction bid documents.
- 1.15 **“As-built” and “Record Documents”** are to be interpreted to be one and the same and are defined as construction drawings revised to show all significant changes to the construction documents made during the construction process, usually based on marked up prints, drawings, and other data furnished by the contractor to the Architect.
- 1.16 **“Project Program”** means the written and graphic description of the Project objectives, including intended use of facilities and site, design constraints and criteria, physical parameters, spatial requirements and relationships, and requirements for special equipment, systems and materials; the results of which are to be documented in a written manual.
- 1.17 **“Owner”** is Central New Mexico Community College (CNM).
- 1.18 **Bidding Documents** means all required documents for the public advertisement, bidding, selection, award, construction and administration of the Construction Documents for the project in conformance with the New Mexico procurement Code.
- 1.19 **Construction Contract Documents** are the documents that constitute the Agreement between the owner and the General Contractor to construct the project(s) in accordance with the bidding documents (reference Exhibit D).
- 1.20 **Telegraphic notice: notice provided via Facsimile or E-mail transmission.**
- 1.21 **Construction Manager at Risk (CMAR)** is a person who, pursuant to a contract with a governing body, provides preconstruction services and construction management required in a Construction Manager at Risk delivery method.
- 1.22 **Construction Manager at Risk Delivery Method** a method of construction delivery issued by CNM in accordance with the provisions of NMSA 13-1-124.1 through 13-1-124.5. It is a method for an educational facility wherein a Construction Manager At Risk provides a range of preconstruction services and construction management, including cost estimation and consultation regarding the design of the building project, preparations an coordination of bid packages, scheduling, cost control, value engineering, and while acting as the general contractor during construction, detailing the trade contractor scope of work, holding the trade contracts and other subcontracts, pre-qualifying and evaluating trade contractors and subcontractors and providing management and construction services, all at a guaranteed maximum price for which the Construction Manager At Risk is financially responsible. The CMAR must submit a Proposal Bond with their Offer, and shall submit Payment and Performance Bonds for Construction, as may be required per final contract.

SECTION B: INSTRUCTIONS TO OFFERORS AND RFP #P-284 STANDARD TERMS AND CONDITIONS

2.0 COPIES OF REQUEST FOR PROPOSALS.

- A. A complete set of the Request for Proposals and all Exhibits may be obtained from the CNM Purchasing Department Located on the Main Campus at 525 Buena Vista SE, A Building, Room #A128, Albuquerque, New Mexico 87106.
- B. A complete set of the Request for Proposals shall be used by the Offeror in preparing and submitting proposals; CNM assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the request for Proposals.
- C. CNM in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- D. A complete copy of the Request for Proposals shall be made available for public inspection and shall be posted at the CNM Purchasing Department.

2.1 DISCREPANCIES. Should any interested offeror find any part of the listed scope of work, specifications, requirements or the terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, he/she shall immediately call such matters to the attention of the Procurement Officer in writing.

2.2 INTERPRETATIONS.

- A. CNM is not liable for any errors or misinterpretations made by the offeror responding to this RFP. No advantage shall be taken by Offerors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Offeror's proposal may, at the sole discretion of CNM, be cause for disqualification. Offerors are responsible for ensuring that all information provided in the proposal response is accurate and complete in its entirety.
- B. All questions about the meaning or intent of the Request for Proposals shall be submitted in writing to the attention of The Buyer for this procurement. Replies will be issued by Addenda mailed or delivered to all parties recorded by CNM as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- C. Offerors shall promptly notify CNM of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.
- D. ADDRESSES FOR NOTICES. Any notice required to be given or which may be given under this Proposal or the resultant agreement shall be in writing and delivered in person or via first class mail to the following address:
Central New Mexico Community College
Purchasing Department
525 Buena Vista, SE
PO BOX 87196-4586
Albuquerque, NM 87196-4586
Attn: Charlotte Gensler, Director of Purchasing and Materials Management

2.3 ADDENDA/AMENDMENT.

- A. Addenda/Amendments will be mailed or transmitted by facsimile or hand delivered to all who are known by CNM to have received a complete set of the Request for Proposals.
- B. Copies of Addenda/Amendments will be made available for inspection wherever Request for Proposals are on file for that purpose.
- C. No Addenda/Amendment will be issued later than three (3) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which provides notice of postponement of the date for receipt of Proposals.

- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda/Amendments issued, and shall acknowledge their receipt in the space provided in Section F, on the form labeled "Signature of Firm's Authorized Representative".
- E. ACKNOWLEDGMENT OF ADDENDA. Offerors shall acknowledge receipt of any Addenda/Amendments to this Proposal by identifying the amendment number and date in the space provided on the form labeled "Signature of Firm's Authorized Representative".

PROPOSAL SUBMITTAL PROCEDURES

3.0 NUMBER, FORM AND STYLE OF PROPOSALS.

- A. Offerors shall provide **one (1) original** and **four (4) copies** of their proposal to the CNM Purchasing Department, 525 Buena Vista SE, Albuquerque, New Mexico 87106 on or before the closing date and time for receipt of proposals.
- B. All proposals must be typewritten on standard 8 1/2" x 11" paper, single spaced, size 10 minimum font and bound on the left-hand margin;
- C. A maximum of thirty (30) single sided pages for Section E.
- D. The proposal should be organized in the following recommended and should contain, the listed items in the sequence indicated:
FAILURE TO SUBMIT THE DOCUMENTATION LISTED BELOW MAY RESULT IN YOUR OFFER BEING CONSIDERED NON- RESPONSIVE
 - 1) Letter of Interest, if any;
Section E: Response to the Evaluation Criteria
 - 2) Response to Specialized Design and Technical Competence;
 - 3) Response to Capacity and Capability;
 - 4) Response to Record of Performance;
 - 5) Response to Proximity to or Familiarity with the Area;
 - 6) Response to Work to be done in New Mexico;
 - 7) Response to Current Volume of Work with CNM not 75% Complete at time of Deadline to receive offers;
 - 8) Section F Signature of Authorized Representative
 - 9) Section G, Debarment Suspension Status & non-Collusion Affidavit Form
 - 10) Section H Affidavit Form
 - 11) Exhibit B Campaign Request
 - 12) Exhibit A Insurance Requirements (required upon request and prior to award of contract)
 - 13) Other supporting or resource material

E. Proposal of Fees include all fees to be charged under this agreement as follows:

- 1) **Lump sum Basic Services**
- 2) **Hourly rate schedule for special services**
- 3) **Consultant fees for reimbursable including commissioning agent, bookstore consultant, etc., to be charged under this agreement. The Fee Proposal shall be submitted in a separate sealed envelope. Fees shall not be used is the evaluation of qualifications. However, failure to submit an appropriate fee proposal may lead to disqualification. Such separate submittals, shall only be opened after final rankings of submittals have been performed and finalized. CNM reserves the right to reject any consultants and request additional quotes.**
- F. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- G. Offerors may request in writing nondisclosure of confidential data and trade secrets. Such data should accompany the proposal and should be readily separable form the proposal in order to facilitate eventual public inspection of the non-confidential or non-trade secret portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters, which clearly are of a confidential nature considered to be a trade secret, will be considered.
- H. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in

response to this RFP shall be borne solely by the Offeror.

3.1 EMPLOYMENT OF CONSULTANTS AND SUBCONTRACTORS.

- A. Offeror agrees to employ competent and New Mexico licensed and registered Architects, engineers, surveyors and other professionals, and such consultants and subcontractors for the project, as might be necessary for the proper design and construction of the project. Offeror represents that services that are proposed to be performed by the design professionals under a resultant agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under the same or similar conditions. Offeror represents that the performance of any consultant or subcontractor assigned by Offeror to work on the project shall be in accordance with sound professional standards, and the requirements of the resultant agreement.
- B. The Offeror shall list and state the qualifications for each Consultant or Sub-contractor the Offeror proposes to use for all consultants and subcontracted Work.
- C. The Offeror is specifically advised that any person or other party, to whom it is proposed to engage as a consultant or sub-contractor under this proposal, must be acceptable to CNM after verification by CNM of the current eligibility status, including but not limited to suspension or debarment by CNM. Any work to be performed by a consultant or sub-contractor by the successful Offeror shall require the prior written approval of CNM.
- D. All sub-contractors have all required certifications, licenses or registrations under the laws of the State of New Mexico.

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

3.3 SUBMITTAL OF PROPOSALS.

- A. Offerors are hereby expressly instructed that all proposals in response to this solicitation shall meet all specifications and requirements of this solicitation.
- B. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.
- C. The envelope should be addressed to the Procurement Officer/Buyer of CNM. The following information should be provided on the front lower left corner of the Bid envelope: Project Title, Project No., Request for Proposals number, date and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation **“SEALED PROPOSAL ENCLOSED”** on the face thereof.
- D. In submitting a proposal in response to this Request For Proposals, the Offeror represent that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements which are part of the Request for Proposal. The successful Offeror shall perform work under the resultant agreement in strict accordance with the latest version of all Federal, State and local codes, rules, laws, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the contractor. The response must be signed by an authorized representative in order for proposal to be considered responsive. **Complete and return the form labeled “Signature of Firm’s Authorized Representative” with proposal response.**
- E. **LATE SUBMISSIONS.** Late submissions of proposals will not be considered unless it is determined by CNM that the late receipt was due solely to mishandling by CNM or if the proposal is the only one received. All other late submissions will be returned unopened.
- F. The Offeror shall assume full responsibility for timely delivery of proposals at the Procurement Officer office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent/Buyer or his Procurement Officer or his designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

- G. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Procurement Officer.
- H. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration. However, proposals may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.
- I. **PERIOD FOR PROPOSAL ACCEPTANCE.** The Offeror agrees, if his/her proposal is accepted within 90 calendar days of the closing date, to furnish the goods and services at the prices set forth in his/her proposal, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the bid list.

3.4 CORRECTION OR WITHDRAWAL OF PROPOSALS.

- A. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
- B. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.
- C. Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Offer following the opening.

3.5 NUMBER FOR PROPOSAL CLARIFICATION. The Offeror should include a local or toll-free number for proposal clarifications. Failure to do so may result in the proposal being declared non-responsive.

3.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR.

- A. The Offerors' attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.
- B. In submitting a proposal response, the Offeror represents that the Offeror has familiarized himself/herself/it with the nature and extent of this Request for Proposals dealing with federal, state and local requirements, which are a part of this Request for Proposals. Offeror agrees to be bound by and abide by and perform any and all of its duties, obligations and responsibilities awarded in response to this Request for Proposals in strict accordance with the ethics of its profession and all federal and state municipal laws, regulations, and ordinances regulating the practice of Architecture, architecture or surveying.
- C. Offeror agrees to perform all work and services awarded as a result of this Request for Proposals in accordance with normal standards of Professional care. The offeror agrees to cooperate with CNM and other contractors and coordinate his/her/its work involving other contractors through CNM's authorized representative.

3.7 RECEIPT, OPENING AND RECORDING.

- A. Proposal will be opened on the due date and time specified on the proposal cover sheet, unless changed through an Addendum or Amendment to this RFP, in the CNM Purchasing Department Office. This is not a public opening and contractors are not invited to attend. Proposals received on time will be opened in the presence of one or more witnesses and the name of the Offeror and address will be recorded.
- B. All information, except that marked as confidential, will become public information at the time that the Proposal is awarded. Offerors may request in writing nondisclosure or confidential data. Such data should accompany the proposal, be readily separable from the proposal in order to facilitate eventual public inspection, and be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. A request that states that the entire proposal be kept confidential will be acceptable. Only matter which clearly are of a confidential nature are to be shown as such.

3.8 PROPOSAL EVALUATION.

- A. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required, and shall be based on the evaluation factors set forth in this RFP.
- B. CNM shall have the right to waive **technical irregularities** in the form of the Proposal of the Offeror, which do not alter the price, quality or quantity of the services, construction or items of tangible personal property offered. (§ 13-1-132 NMSA 1978).

3.9 RESPONSIBLE OFFEROR.

- A. All work shall be under the direction of the applicable design professional legally licensed and registered by the state of New Mexico. The contractor and all contractor's employees and subcontractor's and subcontractor's employees utilized on the work to be performed under this Proposal must have the proper certification(s) and license(s) to comply with all Federal, State and local requirements connected to this proposal **and must be registered with the appropriate State of New Mexico body.** The contractor shall use only fully qualified and approved service technicians to perform inspections and services under this Proposal.
- B. CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of an offeror (i.e., prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the request for proposal).
- C. **OFFEROR'S QUALIFICATION STATEMENT.** Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§ 13-1-82 NMSA 1978). Offer shall provide audited financial statements if requested by CNM.
- D. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-12- NMSA 1978).

3.10 EVALUATION AND SELECTION PROCESS.

- A. Upon receipt and opening of proposals, CNM's Purchasing Department shall determine the responsiveness of each proposal.
- B. **Based upon the proposals and the evaluation criteria set forth within this Request For Proposals,** the evaluation committee, composed of representatives selected by CNM, shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
- C. The evaluation committee shall select, ranked in the order of their qualifications, no less than three (3) businesses deemed to be the most qualified to perform the required services. If fewer than three (3) businesses have submitted a statement of qualifications for a particular project, the evaluation committee may:
 - (1) Rank in order of qualifications and submit to the CNM Governing Board for award those businesses which have submitted a statement of qualifications; or
 - (2) Recommend termination of the selection process pursuant to Section 13-1-131 NMSA 1978 and send out of new notices of the re-solicitation of the proposed procurement. Any proposal received in response to the terminated solicitation is not public information and shall not be made available to competing offerors.

3.11 NEGOTIATIONS (§13-1-122 NMSA 1978)

- A. CNM's Procurement Officer or his designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the Procurement Officer or his designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- B. Should the Procurement Officer or his designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The Procurement Officer or his designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the Procurement Officer or his designee shall formally terminate negotiations with that business.
- C. The Procurement Officer or his designee shall then undertake negotiations with the third most qualified business.
- D. Should the Procurement Officer or his designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the Procurement Officer or his designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.
- E. CNM shall publicly announce the business selected for award.
- F. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offer. Negotiations may be conducted with responsible offerors who submit offers found reasonably likely to be selected for award.

3.12 AWARD OF PROPOSALS.

- A. CNM reserves the right to award this proposal based on the evaluation criteria contained herein; to reject any and all proposals or any part thereof, and to accept the proposal that is in the best interest of CNM.
- B. A written notice of award shall be issued by CNM after review and approval of the Proposal and related documents by CNM with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978). The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).
- C. The resultant agreement shall not be binding on CNM unless approved by Governing Board, the respective vice president, and the comptroller prior to services being rendered. The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

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

3.14 REJECTION OR CANCELLATION OF PROPOSALS. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, without penalty when it is in the best interest of CNM. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978). CNM shall reserve the right to cancel without penalty the resultant agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of CNM.

3.15 PROTESTS.

- A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to CNM's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of CNM's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).

- B. In the event of a timely protest under this section, the Purchasing Agent and CNM shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of CNM (§ 13-1-173 NMSA 1978)
- C. The Purchasing Agent or his Procurement Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 1978).
- D. The Purchasing Agent or his Procurement Officer or his designee shall promptly issue a determination relating to the protest. The determination shall:
 - 1) state the reasons for the action taken; and
 - 2) inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 1978
- E. A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and ther Offerors involved in the procurement (§ 13-1-178 NMSA 1978).

3.16 GOVERNING LAW. This Proposal and the resultant price agreement will be interpreted and governed by the Laws of the State of New Mexico. The successful Offeror shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. Offeror further agrees to operate under and be controlled by the Civil Rights Act of 1964, Title VI, and Executive Order No. 11246.

3.17 ATTORNEY'S FEES. If any action resulting from this RFP is brought against CNM, such action shall be brought in the County of Bernalillo, State of New Mexico. If CNM prevails, CNM shall be entitled to reasonable attorney's fees. The law of the State of New Mexico shall govern these matters.

3.18 INVITATION IS ENTIRE AGREEMENT.

- A. This Request for Proposals constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered nor amended in any way except as provided for in this Proposal.
- B. This Proposal along with its attachments will be considered to be part of the resultant price agreement and or purchase order and is to be incorporated by reference.
- C. CNM's General Terms and Conditions are an equal and integral part of this Proposal.

3.19 AUTHORITY TO BIND CNM. Offeror **shall not** have the authority to enter into any contracts binding upon CNM or to create any obligations on the part of CNM, except such as shall be specifically authorized by the CNM representative, acting pursuant to authority granted by CNM.

3.20 STATUS OF CONTRACTOR. The successful Offeror shall be determined to be an independent contractor performing services for CNM and neither he/she/it nor his/her/its agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of CNM vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of CNM. The contractor acknowledges that all sums received under the resultant agreement are personally reportable by him/her/it for income, self-employment and other applicable taxes.

3.21 OWNERSHIP OF INSTRUMENTS OF SERVICE. Any and all data, material, documentation, notes, drawings, design, specifications and other work prepared by, developed or performed by the Offeror in conjunction with a resultant award of an agreement to this RFP shall and will become the property of and belong exclusively to CNM. Before receiving final payment, the successful Offeror shall be required to deliver to CNM the original construction documents and details and a bound volume of the specifications. CNM shall not have the right to use the construction documents for other building projects except as may be required for reference without the successful Offeror's consent. CNM shall not have the right to sell the construction documents, drawings and specifications. The successful Offeror shall not be permitted to reuse the drawings developed for the project identified within this RFP in whole or in part for other projects without obtaining CNM's prior written permission. CNM agrees to hold harmless, indemnify and defend the Architect and its' subcontractors against all damages, claims and losses, including defense costs, arising out of any reuse of the construction documents without the written authorization of the Architect.

- 3.22 CONFIDENTIALITY.** Any information provided to or developed by the Contractor in the performance of the resultant agreement shall be kept confidential and shall not be made available to any other individual or organization by the Contractor without prior written approval of CNM.
- 3.23 TIMELINESS OF PERFORMANCE.** Architect agrees and shall be required to prosecute work under any resultant agreement to this RFP with diligence and continuous effort, and that Architect will not delay the work in order to perform other contracts entered into by the Architect. The Architect agrees that time is of the essence in the performance of services awarded in response to this RFP and the construction project. The Architect agrees to provide a continuously updated project schedule covering the period from the Architect contract point to the construction facilities acceptance point. The Architect understands that if the Architect fails to meet any of the time schedules or milestones without the written approval of CNM, CNM may suffer damages as a result of such delay. Should such damage occur, CNM will take appropriate action for recovery of such damage. However, Architect will not be responsible for consequential damages resulting from delays beyond Architects' control. Architect agrees to and shall be required to continue to perform work under a resultant Agreement through all disputes, with the Owner (CNM) and/or the Contractor, including but not limited to payment disputes and disputes regarding the scope of the Architect's obligations under the Agreement.
- 3.24 INSURANCE REQUIREMENTS.** The successful offeror shall be required to carry insurance meeting the requirements in the Exhibit A labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. The successful Offeror will be required to submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under the resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement and must be extended to coincide with any future price agreement extension. This Request for Proposal Number must appear on the Certificate of Insurance.
- 3.25 PROFESSIONAL LIABILITY INSURANCE.** At its own expense, the successful offeror shall be required to procure and maintain during the life of the resultant agreement professional liability insurance in an amount not less than One Million (\$1,000,000) for each claim and in the aggregate. Insurance coverage shall not be canceled or materially changed except after thirty (30) days written notice has been provided to CNM. Architect shall furnish CNM copies of certificates of insurance showing the coverage, limits of liability, covered operations, effective dates and dates of expiration of policies of insurance carried by Architect.
- 3.26 BRIBES, GRATUITIES AND KICK-BACKS.** Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including § 30-14-1, § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through § 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- 3.27 INDEMNIFICATION AND INSURANCE.** Offeror agrees to indemnify, defend and hold harmless CNM, its officers and employees against all liability, claims, damages, losses or expenses (including attorney's fees) arising out of bodily injury to persons or damage to property caused by, or resulting from, Offeror's and/or its employees', Consultants, Subcontractors errors, acts, omissions or negligence. This hold-harmless and indemnification clause is subject to the immunities, provisions and limitations of the New Mexico Tort Claims Act (Sections 41-4-1 et seq. N.M.S.A. 1972) and Section 56-7-1, N.M.S.A. 1978 and any amendments thereto. This Agreement to Indemnify shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of:
- A. The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or
 - B. The giving or failure to give directions or instructions by the indemnitee, or the agents or employees of the indemnitee, where the giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
- 3.28 ASSIGNMENT AND SUCCESSORS.** Offeror agrees not to sublet, sell or assign a resultant Agreement nor any portion of the work included therein, and not to enter into a partnership for the performance of the services and work contemplated by the resultant Agreement with any person or persons without the prior written permission of CNM. Any approved successors or assignees shall be bound to and by the same terms and conditions as Offeror, and shall accept in writing the delegation of Offeror's duties and responsibilities under the resultant Agreement. Offeror shall remain responsible for completion of the Project and warranties. The successful Offeror shall remain responsible for design integrity.
- 3.29 RECORDS AND AUDIT.** The successful offeror shall be required to maintain detailed time records that show the date, time and nature of services rendered. These records shall be subject to inspection by the CNM, its representatives, and the

State Auditor. CNM, its representatives, and the State Auditor shall have the right to audit billings both before and after payment. **Payment under this Agreement shall not foreclose the right of CNM to recover excessive and/or illegal payments.** CNM, its representatives and the State Auditor shall have access to and the right to examine and/or audit any directly pertinent records, books, documents and papers of the successful Offeror involving transactions related to any Agreement entered into as a result of this RFP for a period of three (3) years after final payment.

3.30 **TERMINATION.**

Termination for Cause. If Offeror, for any cause, fails or omits to carry out the work in an acceptable manner CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Offeror shall take corrective measures within such time. Offeror's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by CNM.

In the event of a for-cause termination, CNM shall terminate this Agreement by delivering to Architect a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon such termination, the Architect shall deliver to CNM all design plans, construction estimates, drawings, documents, survey books, construction documents and all other materials developed under this Agreement. CNM shall then have the right to retain the services of other design professionals to complete the Architect's work under this Agreement, and shall have no obligation to seek bids for that replacement design professional(s). The cost of completing the Architect's work under this Agreement shall be paid for by applying the balance of the contract amount remaining on this Agreement at the time of termination. If the cost to complete the work under this Agreement is less than the remaining contract amount, the remaining contract amount shall be paid to the Architect. If the cost of completing the work under this Agreement exceeds the contract amount, then the Architect shall pay CNM for the difference between the contract amount and the cost to complete the Architect's work.

Termination for convenience of CNM. On fifteen (15) business days written notice to Architect, CNM May terminate this Agreement in whole or in part for its own convenience in the absence of any default of Architect.

In the event of a termination for the convenience of CNM, CNM shall terminate this Agreement by delivering to Architect notice of termination without cause specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the sixteenth (16th) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Architect shall deliver to CNM all design plans, construction estimates, drawings, documents, survey books, construction documents and any or all other materials developed under this Agreement. Upon delivery of such notice, the Architect shall have the right to receive payment for services satisfactorily performed to termination date, including reimbursement then due.

3.31 CNM'S RESPONSIBILITIES. CNM shall designate a representative ("Facilities Representative") to act on its behalf as project manager for the project. The Facilities Representative shall have limited authority to give general direction to the Architect, answer questions, to approve pay applications, and initiate the change order process. The CNM's Purchasing Director shall administer the resultant agreement and shall have the authority to 1) modify or interpret the Agreement, 2) to authorize the Architect to perform additional services or 3) to approve change orders, all of which are decisions which are reserved to be made through a revision to the purchase order. No action, representation, or conduct by any CNM Representative shall relieve the Architect of its responsibilities to carry out its duties and obligations under this Agreement.

3.32 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. CNM desires to bid the construction of this project by Bid, RFP, the procedure set forth in the Construction Manager at Risk statute, NMSA 13-1-125.1, et. seq., or other method permissible under the New Mexico State Procurement Code, to the extent they are not inconsistent with any provisions of this Request for Proposal.

SECTION C: CNM GENERAL TERMS AND CONDITIONS ARTICLE 1.

1. **Inspection and Audit.** a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.

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

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

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

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

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

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

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

7. **Equal Employment Opportunity.** Contractor shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap.

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

9. **Discounts.** Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

10. **Penalties.** The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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

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

SECTION C: FOR RFP #P-284 SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

Locations:
CNM Main Campus

General:

CNM has an agreement to take possession of the old APS data center facility in fall of 2010. CNM would like to develop a plan for the renovation of the building to create a new CNM bookstore and Student Activities Center which will house the Dean of Students office as well as experiential learning and other student centered activities. The 10,000 sf building will need to be renovated and added on to support the functions being considered. The project will also include the development of the area surrounding the building to allow for a covered area that would support and promote student activities throughout the year. The area must also showcase CNM's commitment to sustainability by using sustainable practices in the development of the area. CNM would like the outdoor area to serve as a demonstration area to showcase such items as solar power, and wind power in a creative and innovative way. The project will also include a landscaping plan that will help guide students from the parking area to the corner intersection so that students can travel safely from one side of the campus to the other. The second portion of the project will include renovation of the existing bookstore I in the Student Services Center to house grant funded programs such as Trio, Testing, and Assessment. The project will also include the possibility of expanding the food court area under the current walkway to allow for an enclosed seating area for students to study, eat and gather.

The new bookstore building renovations will be renovated in such a way as to meet the US Green Council LEED Silver Certification for major renovation. The Architect will be required to keep each project separate in terms of estimates, schedule, timelines and payments.

The facility will need to deal with the following ten issues that have been identified as important to CNM

Agility. The focus on student centered spaces. CNM would like to look at generic spaces that can be configured quickly to serve the ever changing needs of CNM

Collaborative Planning. Architect will need to work with diverse group of interested parties who might be affected by the renovation. Groups include neighborhood associations, City of Albuquerque, County of Bernalillo, State of New Mexico CID, and CNM students, staff and faculty.

Community Use. CNM would like to take advantage of partnerships with local businesses, community groups, public agencies, and other institutions.

Cost Effective Design. The new facility must stay within the available budget established by CNM

Security The facility will need to be designed with security in mind.

Campus Facility Plan. The design will need to adhere to the concepts and ideas noted in the Facilities Master Plan.

Student Centered. The Architect will need to create spaces that can enhance different teaching and learning styles. Spaces will need to be designed for independent learning, group interaction, interdisciplinary team-teaching and hands-on instruction. Student spaces will need to be flexible to allow for changes and flexibility.

Sustainable design the design of the facility will need to complement the existing use of materials to create a campus image and identity that is sensitive to the landscape and the area...

This building must achieve US Green Council LEED Silver certification for major renovation.

Technology The architect will need to design the facility and spaces to meet the needs of the unprecedented growth in the availability of technology. Issues such as wireless classrooms, laptop access, specialized labs and digitally stored information will need to be evaluated.

The project will be done in three phases:

Phase I: The portion of the work will include the development of a program for the main campus bookstore to determine the needs of the campus and will include conceptual ideas and schematic drawings showing the building in relationship to other areas within the building and

adjacent buildings. The architect may be required to meet with a programming group to develop the program and determine the best use of the building and vacated spaces. The architect will also be required to review sustainable approaches to see if the building can attain a LEED Silver Certification for major renovation.

The programming phase must include the following:

- LEED attainable points to meet the Silver Certification
- List of program spaces and detail on space requirements.
- Space adjacencies and relationships
- Occupant loads
- Review of the electrical to remove overhead lines.
- Review and recommendation of the mechanical system
- Review and recommendation of the electrical system
- Review and recommendation of the building envelope
- Proposed building envelope enhancements to create a front door.
- Proposed site layout that tie to the current pedestrian mall area.
- Review of the restrooms and requirements
- Review of possible alternatives for power failures
- Rendering of the building showing building improvements.
- Review and recommendation for the Street entry way to showcase the Student Services Building to new incoming students
- Campus Signage to allow for marketing of CNM
- Landscaping plan to enhance the area and minimize water use and enhance the areas around the buildings
- IT requirements and infrastructure development to interconnect to campus communications and data distribution and applications and services hosted at CNM's Main Campus SRC Building.

Phase II: This portion of the project will include the development of various schematic designs based on the program to show the users the spaces and their relationship to each other. The architect will be required to provide a cost for the selected schematic design and review the cost against the approved preliminary construction and assist CNM in adjusting the cost factors. It is the intent of CNM to use the CNM at Risk construction process for this project, and the architect will work to develop the necessary documents to assist CNM in selecting a construction Manager at Risk. A bookstore consultant will be required as part of this project and the consultant will be required to input into the function of the bookstore and provide a bookstore bubble adjacencies plan and review the retail operations to better serve CNM.

Phase III: Once a schematic design is approved and the CNM at Risk is selected, the architect will begin design development and construction documents to complete the project. This portion of the work will include the development of specifications and construction drawings for the JS Building and parking lot that will allow for the construction and development of the area. The architect will be required to work with the CM at risk to develop value engineering and assist CNM in getting the best value for the project. Construction documents will need to be developed in phases to allow for the building to remain usable for classes while the construction is being done to the facility.

This project will include the following:

- Discussion regarding green concepts and energy efficiencies.
- Working with the State CID, City of Albuquerque, regarding permits, permit review, public hearings
- Demolition of a portion of the existing facilities and infrastructure.
- Relocation of electrical.
- Landscape Irrigation and Fire Protection (Fire Hydrants and sprinkler systems)
- Signage
- Relocation and installation of utilities and infrastructure to accommodate the proposed changes.

Telecommunications and data infrastructure for the facility that ties to data and communications distribution located at SRC building on the Main Campus.
Conduit for future Camera Security Surveillance systems.
Furniture selection for the facility
Adequate parking for the facility.
Paving, grading and drainage.
Landscape medians, code blue and site lighting.
Walkway connection to the existing pedestrian walkways along with landscaping, student gathering areas and seating.
Landscaping.
Relocation of utilities and infrastructure to accommodate future growth.
Telecommunications and data infrastructure for future growth
Student gathering areas
Store fixture drawings, illustrations and specifications for development.

The following will be included as in the lump sum services for all parts:

The architect will need to provide a list of all deliverables for each phase of the project as well as schedule for completing the project. The architect will break down each phase of the project as follows:

Programming phase
Bookstore Consultant
Schematic Design Phase
Design Development Phase
Construction Document Phase
Bidding Phase
Construction Contract Administration Phase
Close out Phase

A probable cost estimate will be required at the beginning of each phase.

Complete and accurate site survey of the property

The services of geotechnical engineers, testing laboratories, and other consultants to provide professional evaluations and recommendations pertaining to conditions of the site and existing improvements, including, but not limited to, tests, and surveys required to ascertain and address surface and subsurface conditions, structural integrity of existing structures, the presence of Hazardous Materials and environmental issues.

Full construction inspection and certification services as required by the City of Albuquerque.

Provide various campus and community meetings to seek input into the design.

The Architectural firm shall perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by architect of good standing with the New Mexico Board for Registration of Architects. It is anticipated the construction will begin during the Spring 2010 for the TW building and Summer 2010 for H building.

The Architect shall provide a full Professional Team: For the performance of the services required by the Agreement. The Architect will employ the services of consulting engineers so as to provide a full professional team as dictated by the disciplines of architectural and engineering design involved in the Work.

Review and comply with laws, codes, and regulations applicable to the design incorporating requirements imposed by governmental authorities having jurisdiction over the project

Registration of the building through the US green council to ensure the building is tracked and registered to meet LEED Silver Certification.

Fundamental commissioning for the building to meet LEED silver certification.

All documentation, air quality tests, and studies as required to ensure the building project is LEED silver certified.

As part of this project The Architect firm shall also provide the following:

An overall site survey of the area.

The services of geotechnical engineers, testing laboratories, and other consultants to provide professional evaluations and recommendations pertaining to conditions of the site and existing

improvements, including, but not limited to, tests, and surveys required to ascertain and address surface and subsurface conditions, structural integrity or existing structures, the presence of Hazardous Materials and environmental issues.

A complete and accurate drainage study of the proposed site. The Architect will need to obtain approval from all regulatory agencies prior to starting design.

Full construction inspection and certification services as required by the City of Albuquerque.

Provide various campus and community meetings to seek input into the design of the facility.

The Architectural firm shall perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by architects of good standing with the New Mexico Board for Registration of Architects. Within 15 days of the award of a purchase order, the Architect shall submit for CNM's approval a schedule for the performance of the Architect's service, and shall include allowances for periods of time required for the review and approval of submissions to CNM and any other agency having jurisdiction and the orderly progress of the Work. Time limits established by this schedule and approved by CNM shall not be exceeded, except for reasonable cause.

The Architect shall provide a full Professional Team: For the performance of the services required by the Agreement. The Architect will employ the services of consulting engineers so as to provide a full professional team as dictated by the disciplines of architectural and engineering design involved in the Work.

Review and comply with laws, codes, and regulations applicable to the design incorporating requirements imposed by governmental authorities having jurisdiction over the project such as EPA, AMAFCA, City of Albuquerque, and County of Bernalillo.

Consider and advise the Owner of the comparative values of alternative materials, building systems and equipment relative to construction, maintenance, and life cycle costs to achieve a design appropriate for the Owner's program and suitable for the Project Budget.

Additional Requirements of the A/E Firm include:

Programming Phase

The Architect shall develop a written program to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

The Architect shall provide a complete project program listing the needs of the Owner, project cost, objectives, conferences, regulatory requirements, schedule and Design Criteria.

The Architect shall provide preliminary evaluation of the Owner's Scope of Work and Project Schedule, Project site; Budgeted cost of the Work, and available surveys, tests, and reports to ascertain that each is consistent and comparable with the others and the requirements of the Project. If the Architect detects any inconsistencies or incompatibilities among the documents and information provided by the Owner, the Architect shall promptly recommend reasonable adjustments.

The Architect shall investigate existing conditions or existing facilities and list spaces that will be affected by the renovation.

The Architect shall investigate existing facilities and provide a preliminary seismic evaluation of the structures in accordance with NM State Codes.

The Architect shall comply with CNM requirements for building communications cabling systems including voice, data and other low voltage communications cabling involving both fiber and copper media as required by the Information Technologies Services Department. All Fiber lines, copper cabling and conduit shall be included in this project. The project will also include termination of all lines back to the Computer file server room located in the existing facility/

Obtain and list all design related permits and approvals required by governmental authorities having jurisdiction over the project. (e.g. grading, drainage plans, zoning, right of ways, encroachment)

Meet with local governmental agencies to obtain prior approval.

Registration of the project with the US Green Council to meet LEED silver certification

The architect will review the current mechanical system to evaluate the current system and recommend system to lower energy cost.

Provide cost study analysis on the amount of energy savings projected with the renovation of the project.

During this phase of the project the architect will be required to provide three specialized consultants in the area of Nursing Simulation Lab, Nursing Labs and EMS labs. The consultant will need to be familiar with post secondary education teaching setting. The Architect shall participate in the development and review of the CM at Risk proposals. The Architect shall also assist CNM in developing any needed exhibits, plan or information for the RFP proposal

Schematic Design Phase

Schematic Drawings and Specifications. Based on the program, project schedule and delivery method, Project site, Budgeted Cost of the Work, and preparatory surveys, test, and consultants' reports, and any agreed adjustments thereto, the Architect shall prepare schematic drawings for Schematic Plan Submittal.

Submit for Approval. The Architect shall submit the schematic design documents for the approval of the Owner. The schematic design document approved by the Owner shall constitute the Approved Project Program which can then only be revised only by written agreement of the Architect and Owner. The Architect shall prepare sufficient alternative approaches to design and construction to satisfy's owners' requirements.

The Architect shall review alternative approaches to design and construction for the project and the schematic design phase documents as they are being prepared at intervals appropriate for the progress of the project with the Owner and Contractor

The Architect shall furnish the Contractor with copies of the Architects documents to assist the Contractor in fulfilling its responsibilities to the Owner. This copies will be included as part of basic services and not reimbursable.

The Architect shall provide the Owner and Contractor with a preliminary estimate of construction cost and shall review their estimate against the Contractors estimate for comparison; the Architect will work to reconcile any differences with the two estimates. The Architect will be required to provide a detailed explanation of the differences to the Owner. The Architect shall have a LEED kick off meeting to discuss the project checklist with the consultants and the owner to review possible points and any additional points that will ensure that the project meets LEED silver for major renovation.

Prior to the Owner's approval of the schematic design documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments.

Preliminary Design Phase

Preliminary Drawings and Specifications. Based upon the schematic Design documents approved by the Owner, and any adjustments authorized by the Owner in the budgeted Cost of the Work, Program Schedule, or delivery method, the Architect shall prepare preliminary drawings, outline specifications, and other documents to fix and describe the size and character of the Project.

The Architect shall prepare and distribute conference memoranda, meeting minimum summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the Project within an agreed to timeframe by both the Architect and the Owner. The Project name shall be shown on all documents.

Prepare exterior and interior electronic renderings of the design work in a format acceptable to the Owner, for the Owner's use in explaining the design and/ or advertising the project. The Architect shall also provide the Owner with a computer generated rendering of the facility renovations showing three dimensional views.

The Architect shall obtain all design related permits and approvals required by governmental authorities having jurisdiction of the Project.

The Architect shall work with the CNM at Risk to determine any value engineering that will assist the project in meeting its schedule for construction, quality and LEED silver certification. The Architect shall review its construction cost estimate in comparison to the with the construction cost prepared by the Contractor, and shall reconcile any differences between the two construction cost estimates in coordination with the Contractor.

The Architect shall review the the Design Development Documents as they are being prepared at intervals appropriate to the progress of the project with the Owner and Contractor. The Architect shall furnish copies of the Architect's documents to assist the Contractor in fulfilling its responsibilities to the Owner. At the completion of the Design Development Phase or such time as the Owner may specify to the Architect, Owner will furnish Architect with a Guaranteed Maximum Price proposal prepared by the Construction Manager based upon the Design

Development Documents prepared by the Architect and approved by the Owner. The Architect shall assist the Owner and further advocate the Owner's interest in Owner's negotiations with the Construction Manager in an effort to develop a guaranteed maximum price proposal acceptable to Owner.

If Construction Managers Guaranteed Price Proposal exceed the cost furnished to Owner by Architect. Owner may direct the Architect to revise the documents at their own expense so the Guaranteed Maximum Price proposal for constructing the project shall not exceed the Owner's Construction Cost and any previously approved construction cost estimate.

After the Guaranteed Maximum Price has been accepted, the Architect shall incorporate into the Design Development any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the Guaranteed Maximum Price.

Construction Document Phase

Authorization. The Owner's formal approval of the preliminary drawings and further adjustments in the scope and quality of the project, and outline specifications shall constitute authority for the Architect to proceed with the completion of final plans and specifications. Construction documents shall confirm to the Construction Specifications Institute's Master Format 2004.

Final Drawing and Specifications. Based on CNM approved and review by the Construction Manager, preliminary design documents any further adjustments in the scope quality and the Cost of work, the Architect shall prepare Construction documents consisting of final plans and specifications setting forth in detail the requirements for the construction of the Project. The drawings shall incorporate the resolutions of CNM comments and shall be complete as required for the entire project.

The Architect shall plan draw and specify for the entire project so that the construction of the building and related facilities together with its built in permanent fixtures and equipment will not cost no more that the Guaranteed Maximum Price proposal from the Contractor.

The Architect shall be responsible, for obtaining all design related permits and approvals required by the governmental authorities having jurisdiction over the projects.

The Review of the Construction Documents by the Owner shall not relieve the Architect of responsibility for code compliance, design deficiencies, omissions and errors.

The Architect shall provide the local Building official having jurisdiction a complete set of Construction Documents to review, meet with the local official, and determine any changes. Approval and signature from the Local Official is required prior to the Construction Contract and Procurement Services.

The Architect will be responsible for managing the design to stay within the Guaranteed Maximum Price proposal. The Architect shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager.

The Architect shall meet with the State Fire Marshall and provide the Fire Marshall with a complete set of the construction documents. The Architect shall provide CNM with the Following

Certificate of compliance

Fire Marshall Inspection Report

The Architect shall provide the Construction Manager with copies of the Project documents to assist the Construction Manager in fulfilling its responsibilities to the Owner.

The Architect shall advise the Owner and Construction Manager on matters such as construction phasing and scheduling, bid or proposal alternates, liquidated damages, construction time period and other construction issues appropriate for the project.

The Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, RFP information, and Conditions of the Contract.

D. Bidding Phase

a. In conjunction with the development of the Guaranteed Maximum Price and at other times as appropriate to the project, the Architect shall assist the Construction Manager by receiving and recording requests for bid and request for proposals documents, issuing bid and RFP documents and accounting for Bid and RFP documents issued: receiving and resolving questions about Bid: preparing addenda, issuing addenda, and accounting addenda issued:

attending pre-bid and pre proposal conferences and meetings: and assisting in preparing and awarding multiple contracts for construction.

b. The Architect shall answer inquiries from bidders at Owner's request and shall prepare and issue any necessary addenda to the bidding documents.

E Construction Contract Administration

The Construction phase shall commence with the acceptance of the Construction Managers Guaranteed Maximum Price and issuance of the notice to commence on site work or notice to proceed with construction services and terminate when all the project architect's services have been satisfactorily performed.

The Architect shall perform Construction Contract Administration consistent with the General Conditions of the Contract and in accordance with CNM procurement procedures.

The Architect shall assist the Owner in making arrangements for the Pre construction conference and shall assist in the pre construction conference and shall distribute copies to all parties.

The Architect shall provide engineering certification as required by the State CID.

The Architect will be a representative of the Owner during the construction and in this capacity will endeavor to (a) guard the Owner against variances requirements of the Contract Documents by the Contractor, (b) require the Contractor to complete the work within the time specified in the Construction Contract or subsequently extended by the Owner, (c) and guard the Owner against defective work. The Architect will advise and consult with the Owner regarding the performance and progress of the Contractor and regarding solutions to conditions or problems that may arise out the design or construction. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions of the Contract, which may only be modified in writing.

Instructions to the Construction Manager shall be communicated through the Architect.

In response to questions from the Contractor or Owner about the Contract Documents, or as the Architect deems appropriate, the Architect shall provide interpretations and clarification of the Contract Documents that are consistent with the intent of and reasonably inferable from the Contract Documents. Interpretations and clarifications shall be in the form of written explanation or directions and/ or supplementary details or drawings, whichever is required to complete, explain or make definite and of the provisions of the Drawings and Specification and give them due effect.

The Architect shall respond to questions about the Contract Documents in a timely manner consistent with the terms of the Contract Documents.

Decisions by the Architect, including interpretations and clarifications of the Drawings, Specification, or other Contract Documents, and directions, or decisions regarding performance of the work, shall be in writing and shall be advisory to the Construction Manager and Owner. Project Record. The Architect shall maintain the Project Record consisting of project related correspondence, memoranda, notes, Statement for Services, and related documents, Application and Certification for Payments and Related Documents, minutes of the meeting, and inspection reports issued or received by the Architect. The Owner shall have access to the Project Record during the Architects normal office hours. If requested to reproduce the project record, or significant portions of it, for the Owner, the Architect will do so as a Reimbursable Expense.

Communications: So as to maintain continuity in the Architect's administration of the Construction Contract and performance of the work by the Contractor, and to facilitate complete documentation of the project record, all communications between the Contractor and the Owner regarding matters of or related to the Contract shall be directed through the Architect with copy furnished to the Owner, unless direct communication is otherwise required to effect legal notifications. Unless otherwise authorized by the Architect, communication by and with the Architect's consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

Submittal review: The Architect shall review the Contractor's submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and approves or takes other appropriate action upon them.

This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities or to substantiate installation instructions or performance of equipments and systems, all of which shall be the responsibility of the Contractor. However the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review.

As provided in the General Conditions of the Contract, the Architect is not authorized to approve any deviations from the requirements of the Contract Documents. Deviations may be authorized only by the Owner through a Change Order.

The Architect will review and respond to all submittals with reasonable promptness to avoid delay in the work or in the activities of the Owner, Contractor or separate contractors.

Within thirty days after Substantial completion of the Work by the Contractor the Architect will furnish the Owner one complete set of the Contractor's approved submittals, organized in a logical manner.

The Architect may specify any scheduling method or format that the Architect considers to be appropriate for the Project and which is acceptable to the Owner, but the Architect shall also require the Contractor to prepare and update the progress schedule in accordance with the General Conditions of the Contract. The Architect shall promptly deliver a copy of the Contractor's approved Progress Schedule and Report, and any revisions to it, to CNM.

The Architect shall require the Contractor to update the Progress Schedule and Report with each monthly Application for Payment and shall otherwise monitor and keep the Owner apprised of the Contractor's progress.

Inspections: The Architect shall coordinate, schedule and conduct the Scheduled Inspections and conferences defined in the Contract Documents and as are appropriate to the scope of the Work. The Architect shall perform periodic Inspections defined in the Contract Documents. The Architect shall attend Specified Inspections and Tests defined in the Contract Documents when attendance by the Architect is specified or is otherwise appropriate.

Definitions. The Architect's "inspection" means the service performed by the Architect through which the Architect:

Becomes generally familiar with the in-progress and completed Work and the quality of the Work.

Determines whether the Work is progressing in general accordance with the Contractor's schedule and is likely to be complete within the Contract Time.

Visually compares readily accessible elements of the Work to the requirements of the Contract Document to determine, in general, if the contractor's performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed.

Endeavor to guard the owner against Defective Work, but does not include making exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of the Defective Work.

Reviews and addresses with the Contractor any problems in implementing the requirements of the Contract Documents and the Contractor may have encountered,

Keeps the Owner fully informed about the Project

Coordination with the Director of Construction Services. When scheduling Scheduled Inspections and Conferences, the Architect shall first contact the Director of the Construction Services by telephone, establish with the Director a mutually acceptable time for the inspection or conference, and confirm the agreed date and time in writing at least seven days prior to the date of the inspection or conference.

Frequency. The Architect's periodic Inspections shall be at intervals appropriate to the stage of the of the Contractor's operation and consistent with the size and nature of the Work. Offeror shall include in its offer, as a basic service, an average of one inspection/observation per week. Over the course of the project there may be some weeks where more than one inspection is required, and some weeks where no inspections are required, CNM reserves the right to request a reasonable number of additional inspections under Basic Services.

Inspection by Registered Professional: Inspections may be performed by a representative of the Architect to whom the Owner has no objection; however, the Architect or a member of the Architect's staff who is a New Mexico Registered Professional shall perform an average of at least three periodic inspections per month. During construction. This requirement may be waived during periods in which weather or other construction delay progress, or during slow phases of the construction, making inspections during such period unwarranted.

Reporting. The Architect shall promptly prepare a complete report of each inspection by the Architect, Architect's representative, or consulting engineer and promptly furnish a copy of each report to the Owner and Contractor. The Architect shall prepare and distribute an inspection report weekly during construction, for weeks during which inspections are unwarranted, the Architect shall state in the report that no inspection was performed and why.

Stopping the Work: The Architect shall notify the Owner of a need to stop work when, in the Architect's opinion, such stoppage is necessary to avoid defective work.

Certification for Payment: The Architect shall review and approve as appropriate the Contractor's monthly and final Application for Payment and issue Certification for payments for payment in accordance with the General Conditions of the Contract.

The Architect shall be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remain to be determined by Specified Inspections or Final Inspections to be performed by their proper sequence. If payment is being requested on an Application for Payment including the Work in Questions, The Architect will notify the Contractor and the Owner and the amount in question will be transferred into an escrow account in accordance with the New Mexico Retain age Act.

Contract Change Orders. The Architect shall administer the Change Order Procedures provided in the General Conditions of the Contract.

The Architect is authorized to make minor changes in the work by written order to the Contractor. Minor changes in the Work are defined as those which are in the interest of the Owner do not materially alter the quality price, and performance of the finished work. Changes that involve an increase to the contract cost are authorized only by the Owner through a Contract Change Order.

The Architect shall prepare details, supplemental drawings, specifications, or other descriptive documents necessary to sufficiently delineate, for Contractor pricing and performance, proposed changes in the Work directed or authorized by the Owner.

The Architect (and the Architect's consultant, when appropriate) will review and evaluate change order proposals and claims for extra work as may be submitted by the Contractor. Using the change modification form, the Architect shall recommend, as applicable, the Contractor's proposals for acceptance by the Owner. Each recommendation of acceptance will be based upon the Architect's professional opinion that a proposal is complete, in conformance with the Contract Documents, represents fair and reasonable pricing, and justifies change order action in the case of claims for extra work or does not warrant procurement by competitive bid in the case of added work. Determination of the legality of a change order shall be the responsibility of CNM Purchasing Department and CNM legal Advisor.

The Architect shall prepare Contract Change orders for acceptance and execution by the Contractor and Owner. Construction Change orders shall sufficiently describe the change(s) in Work so that the requirements of the Contract Documents are clearly determinable with reasonable ease.

The Extensive preparation of details, supplemental drawings, specification, or other documents to describe a change in the work shall be included in the Architect's Basic Fee.

As-Built Documents: "As Built" Documents shall be prepared and furnished by the Contractor in accordance with the General Conditions of the contract. Prior to preparing bid documents, the Architect shall consult with the owner to determine the Owner's requirement for "As Built" Documents and shall incorporate them into the Conditions of the Contract, if they differ from those of the General Conditions, The Architect shall administer the "As Built" Documents requirement of the Contracts Documents, periodically verifying the Contractor's compliance during construction and reviewing the Contractor's final documents for conformance to Contract Requirements.

Upon completion of the project, the Architect shall furnish corrected Auto Cad 2000 drawings and two record drawings in Mylar or vellum format showing significant changes in the Work made during construction based on mark up prints, drawings, and other data furnished by the Contractor to the Architect. For building additions or renovations project, CAD drawings and reproducible drawings must be furnished for the entire floor(s) affected by the work in order for the Owner to maintain a single complete and integrated set of existing condition drawings.

The Construction Contract Administration phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

Prior to final payment, the Architect shall prepare and deliver to the Owner all record drawings and final report to the Owner.

BASIC SERVICES

As part of this project The Architect shall be required to perform/provide **in addition to requirements in the scope of work**, but not limited to the

Following services:

- A. The Architect acknowledges the importance of creating and implementing a quality assurance plan on this Project. Architect agrees to develop and present to the Owner a quality assurance plan for the design of the Project, for Owner's review and approval, prior to starting work on the Project.
- B. An overall survey of existing facilities will be provided to the Architect by CNM. The architect will need to review the survey.
- C. The services of geotechnical engineers, testing laboratories, and other consultants to provide professional evaluations and recommendations pertaining to conditions of the site and existing improvements, including, but not limited to, tests, and surveys required to ascertain and address surface and subsurface conditions.
- D. The Architect to provide a drainage study of the proposed site. The Architect will be required to modify and update the drainage study and obtain approval from all necessary regulatory agencies prior to starting the design phases.
- E. The architect shall work with City of Albuquerque to determine and calculate impact fees associated with this project.
- F. Provide various campus and community meetings to seek input into the design of the facility.
- G. Review and comply with laws, codes, and regulations applicable to the design incorporating requirements imposed by governmental authorities having jurisdiction over the project such as, but not limited to, EPA, SSCAFCA, and City of Albuquerque.
- H. Consider and advise the Owner of the comparative values of alternative materials, building systems and equipment relative to construction, maintenance, and life cycle costs to achieve a design appropriate for the Owner's program and suitable for the Project Budget.
- I. Provide a complete and accurate survey of the building, giving grades and lines of street pavements, and adjoining properties, the rights, restrictions, easements, boundaries, and contours of the building site, existing utilities, and full information as to sewer, water, gas, and electrical services: and legal description of the property.
- J. Obtain necessary construction permits and ingress/egress permits.
- K. Provide complete Construction Inspections/Site Observations required for the Project and reporting and certification services as required by any governmental entity or code administration authority, including but not limited to the City of Albuquerque, State Highway Department, City of Albuquerque, County of Bernalillo, Federal Environmental Protection Agency (EPA), State of New Mexico Environmental Department and S.S.C.A.F.C.A.
- L. Perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by Architects of good standing with the New Mexico Board for Registration for Architects.
- M. Within 15 days of the award of a purchase order incorporating this Agreement, submit for CNM's approval a schedule for the performance of the Architect's services, and shall include allowances for periods of time required for the review and approval of submissions to CNM and any other agency having jurisdiction and the orderly progress of the Project. Time limits established by this schedule as approved by CNM shall not be exceeded, except for reasonable cause.
- N. Architect shall employ the services of consulting architects, engineers, surveyors, etc. so as to provide such professional services required by the Agreement. Such services include civil engineering, structural engineering, traffic engineering, landscape architecture, surveyor, electrical engineering and mechanical engineering.
- O. Provide the Owner with use and rights to all electronic documents during all phases of the Project.
- P. Prepare a set of drawings updated to reflect actual construction known as record drawings and deliver, to Owner, a set of Record Documents drawings and electronic documents file in AutoCADD.
- Q. Architect shall work cooperatively and in partnership with any and all other contractors engaged to work on the Project including, but not limited to, the general construction contractor serving as a CM at Risk and any construction observation contractor.

- R. Design the building using the LEED rating system. The architect will work with CNM to determine the best practices to reach LEED Silver rating. Fundamental LEED Commissioning will be included in this project and be considered part of Basic Services. The architect shall design the Project, to meet LEED Silver requirements so that the building will be certified as LEED Silver. CNM reserves the right to require enhanced LEED commissioning.
- S. Architect shall attend and participate in two all day charrettes with respect to the Project.
- T. Design of Data Fiber and Telephone.
- U. Architect shall employ the services of specialized consultant including but not limited to a bookstore consultant.
- V. **Architect acknowledges that this project is intended to be contracted using the Construction Manager at Risk method. The Architect and staff may be required to serve on the evaluation committee for the RFP for the CMAR contractor in addition to evaluation of bids and all other requirement of the Architect under the CM at Risk contract.**

BASIC SERVICES - Design Phase

- I. **The Architect shall provide Programming Phase services which include in addition to requirements in the scope of work, but are not limited to the following:**
 - A. The Architect shall develop a written program to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.
 - B. The Architect shall provide a complete Project Program listing the needs of the Owner, project cost, objectives, conferences, regulatory requirements, and Design Criteria.
 - C. The Architect shall provide preliminary evaluation of the Owner's Scope of Work and project schedule, project site, budgeted cost of the Project, and available surveys, tests, and reports to ascertain that each is consistent and comparable with the others and the requirements of the Project. If the Architect detects any inconsistencies or incompatibilities among the documents and information provided by the Owner, the Architect shall promptly recommend reasonable adjustments.
 - D. The Architect shall investigate existing conditions or existing facilities.
 - E. The Architect shall comply with CNM requirements for telephone and fiber lines as required by the Computer Information Technologies Department. The project will also include termination of all lines back to the Computer file server room located in the existing facility.
 - F. Obtain and list all design related permits and approvals required by governmental authorities having jurisdiction over the Project (e.g. grading, drainage plans, zoning, right of ways, encroachment).
 - G. Meet with all governmental agencies and utility providers to obtain prior approval.
- II. **The Architect shall provide Schematic Design Phase services which include in addition to requirements in the scope of work, but are not limited to the following:**
 - A. Schematic Drawings and Outline Specifications. Based on the Owner approved program, project schedule and delivery method, project site, budgeted cost of the work, and preparatory surveys, test, and contractors' reports, and any agreed adjustments thereto, the Architect shall prepare schematic drawings for schematic plan submittal.
 - B. Submit for Approval. The Architect shall submit the schematic design documents for the approval of the Owner. The schematic design document approved by the Owner shall constitute the approved Project Program which can then be revised only by written agreement of the Architect and Owner.
 - C. The Architect shall provide the Owner with a preliminary Estimate of Probable Construction Cost prior to beginning the Design Development Phase.
- III. **The Architect shall provide Design Development Phase services which include in addition to requirements in the scope of work, but are not limited to the following:**
 - A. Drawings and Outline Specifications. Based upon the Schematic Design documents approved by the Owner, and any adjustments authorized by the Owner in the budgeted cost of the Project, Program Schedule, or delivery method, the Architect shall prepare drawings, outline specifications, and other documents to fix and describe the size and character of the Project.

- B. The Architect shall submit to CNM a preliminary Estimate of Probable Construction Cost based on the current area, volume and other unit cost to CNM for review. The estimating method(s) and detail to be performed by the Architect shall require the prior review and approval of CNM and must present and provide traceable, supportable information and data.
- C. The Architect shall prepare and distribute, within two (2) days of the occurrence, conference memoranda, meeting minimum summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the Project. The Project name shall be shown on all documents.
- D. Prepare exterior electronic renderings of the design work, including two (2) color renderings, in a format acceptable to the Owner, for the Owner's use in explaining the design and/ or advertising the Project.
- E. The Architect shall obtain all design related permits and approvals required by governmental authorities having jurisdiction of the Project.

IV. The Architect shall provide Construction Document Phase services which include in addition to requirements in the scope of work, but are not limited to the following:

- A. Authorization. The Owner's written approval of the Architect's Estimate of Probable Construction Cost and the Design Development drawings and outline specifications shall constitute authority for the Architect to proceed with the completion of Bidding Documents.
- B. Bidding Documents. Based on CNM approved design documents and any further adjustments in the scope, quality and the cost of work of the Project, the Architect shall prepare Bidding Documents consisting of final drawings and specifications setting forth in detail the requirements for the construction of the Project, provide specifications in Masterformat 2004. The Bidding documents shall incorporate the resolutions of CNM comments and shall be complete and ready for bidding. Any adjustments in the scope shall require the Architect to update/revise the previously reviewed and approved Estimate of Probable Construction Cost for CNM's final review and approval.
- C. The review of the construction documents by the Owner shall not relieve the Architect of responsibility for code compliance, design deficiencies, omissions and errors.
- D. The Architect shall provide all local, State and Federal building officials having jurisdiction a complete set of construction documents to review, meet with the building officials, and determine any changes. Approval and signature from the officials is required prior to initiating the Bidding Phase.
- E. The Architect shall determine what code authority, fire marshal, or other department has jurisdiction over this project, and shall meet with the fire marshal or code authority having jurisdiction over this project and provide that person or entity with a complete set of construction drawings. Architect shall ensure that the fire protection plan for the project meets the applicable fire code, and at the end of construction shall provide CNM with a Certificate of Compliance, the fire marshal's inspection report, and any other documentation necessary to ensure that the project meets all applicable fire regulations.
- F. The Architect shall submit to CNM a revised Estimate of Probable Construction Cost based on the current area, volume and other unit cost to CNM for review. The estimating method(s) and detail to be performed by the Architect shall require the prior review and approval of CNM and must present and provide traceable, supportable information and data.

V. The Architect shall provide Bidding Phase services which include in addition to requirements in the scope of work, but are not limited to the following:

- A. The Architect shall follow the Owner's approval of the Construction Document Phase, and obtain all required local, State and Federal design and construction review approvals, assist the CMAR Owner in developing Bid Documents and obtaining bids and in the award and preparation of the Construction Contracts.
- B. The Architect may furnish and distribute Bid Documents to prospective bidders in accordance with CNM's Purchasing Department procurement rules, regulations and direction utilizing the CM at Risk Method.

- VI. The Architect shall provide Construction Administration Phase services which include in addition to requirements in the scope of work, but are not limited to the following:**
- A. The Architect shall perform construction contract administration consistent with the General Conditions of the Construction Contract and in accordance with CNM procurement procedures. The Architect's construction contract administration duties shall commence when the contract between CNM and the selected contractor is fully executed and shall continue through final completion of the Project.
 - B. The Architect will be a representative of the Owner during the construction and in this capacity will endeavor to (a) guard the Owner against variances from the Contract Documents by the Contractor, (b) encourage and direct within the Architect authority, the Contractor to complete the construction of the Project within the time specified in the Construction Contract or subsequently extended by the Owner, but Contractor shall be responsible for means and methods for completing the Project, (c) and guard the Owner against defective work. The Architect will advise and consult with the Owner regarding the performance and progress of the Contractor and regarding solutions to conditions or problems that may arise due to the design or construction. The Architect shall serve as an advisor to CNM and shall have limited authority to act on behalf of the Owner to the extent provided in the General Conditions of the Contract, which may only be modified in writing.
 - C. In response to questions from the Contractor or Owner about the Contract Documents, or as are required for the performance of construction services, the Architect shall provide interpretations and clarification of the Contract Documents that are consistent with the intent of and reasonably inferable from the Contract Documents. Interpretations and clarifications shall be in the form of written explanation or directions and/or supplementary details or drawings, whichever is required to complete, explain or make definite and of the provisions of the Drawings and Specifications and give them due effect, subject to the prior review and written approval of CNM.
 - D. The Architect shall respond to questions about the Contract Documents in a timely manner consistent with the terms of the Contract Documents.
 - E. Interpretations and clarifications of the Drawings, Specifications, or other Contract Documents, and directions, or decisions regarding performance of the construction work, shall be in writing and shall be advisory to the Contractor and Owner, and are subject to the review and prior written approval of CNM.
 - F. Project Record. The Architect shall maintain the Project Record consisting of project related correspondence, memoranda, notes, Statement for Services, and related documents, Application and Certification for Payments and related documents, minutes of the meeting, and inspection reports issued or received by the Architect. The Owner shall have access to the Project Record during the Architect's normal office hours. If requested to reproduce the Project Record, or significant portions of it, for the Owner, the Architect will do so.
 - G. Communications. So as to maintain continuity in the Architect's administration of the Construction Contract and performance of the construction work by the Contractor, and to facilitate complete documentation of the Project Record, all communications between the Contractor and the Owner regarding matters of or related to the Construction Contract shall be directed through the Architect with copy furnished to the Owner, unless direct communication is otherwise required to effect legal notifications. Unless otherwise authorized by the Architect, communication by and with the Architect's contractors shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with subcontractors and material suppliers shall be through the Contractor.
 - H. Submittal review. The Architect shall review the Contractor's submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and approve or take other appropriate action upon them.
 - (i). This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities or to substantiate installation instructions or performance of equipments and systems, all of which shall be the responsibility of the Contractor. However, the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review.
 - (ii). The Architect shall provide administration of the Construction Contract as provided for in the Terms and Conditions of the Construction Contract. The Architect is not authorized to approve any deviations from the requirements of the Contract Documents. Deviations may be authorized only by the Owner through an approved written Change Order authorized by the Owner's Purchasing Department.

- (iii). The Architect will review and respond to all submittals with reasonable promptness to avoid delay in the Project or in the activities of the Owner, Contractor or separate contractors.
 - (iv). Within thirty days after Substantial Completion by the Contractor, the Architect will furnish the Owner one complete set of the Contractor's approved submittals, organized in a logical manner.
- I. Review of Construction Schedules. The Architect shall review and approve/disapprove the Contractor's construction schedule, monitor the Contractor's progress, and consult with the Owner regarding appropriate action to be taken when it is apparent that the Contractor's progress is jeopardizing Substantial Completion within the Construction Contract Time Schedule.
 - (i). The Architect's review and approval of the Contractor's construction schedule shall be only for compliance with the specified format, Construction Contract Time Schedule, and suitability for monitoring progress, and such review and approval shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.
 - (ii). The Architect may specify any scheduling method or format that the Architect considers to be appropriate for the Project and which is acceptable to the Owner, but the Architect shall also require the Contractor to prepare and update the progress schedule in accordance with the General Conditions of the Contract. The Architect shall promptly deliver a copy of the Contractor's approved Progress Schedule and Report, and any revisions to it, to CNM.
 - (iii). The Architect shall require the Contractor to update the Progress Schedule and Report with each monthly Application for Payment and shall otherwise monitor and keep the Owner apprised of the Contractor's progress.
 - (iv). If, in the Architect's opinion, the Contractor's progress falls materially behind the approved construction schedule, the Architect shall consult with the Owner and, with the Owner's concurrence, issue the Contractor a Notice to Cure the condition.
- J. Inspections/Site Observations. The Architect shall coordinate, schedule and conduct the scheduled inspections and conferences defined in the Contract Documents and as are appropriate to the scope of the Project and as required by all regulatory bodies. The Architect shall perform periodic Inspections defined in the Contract Documents. The Architect shall attend specified inspections and tests defined in the Contract Documents when attendance by the Architect is specified or is otherwise appropriate. The Architect's "Inspection" means the service performed by the Architect through which the Architect :
 - (i). Becomes generally familiar with the in-progress and completed Project and the quality of the work on the Project.
 - (ii). Determines whether the construction work is progressing in general accordance with the Contractor's schedule and is likely to be complete within the Construction Contract Time Schedule.
 - (iii). Visually compares readily accessible elements of the construction work to the requirements of the Contract Document to determine, in general, if the Contractor's performance of the construction work indicates that the construction work will confirm to the requirements of the Contract Documents when completed.
 - (iv). Endeavors to guard the owner against defective work, but does not include making exhaustive investigations or examinations of the in-progress or completed portions of the Project to expose the presence of the Defective Work.
 - (v). Reviews and addresses with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered.
 - (vi). Keeps the Owner fully informed about the Project.
 - (vii) Such "Inspections/Site Observations" shall commence when the contractor for when work begins on the Project. Architect and Owner will establish a reasonable period of time for construction. The Architect will handle contract administration from the time the Contractor commences work through the issuance of the Certificate of Substantial Completion of the entire Project.
- K. Coordination with the Facilities Representative. When scheduling scheduled inspections and conferences, the Architect shall first contact the Facilities Representative by telephone, establish with the Facilities Representative a mutually acceptable time for the inspection or conference, and confirm the agreed date and time in writing at least seven (7) days prior to the date of the inspection or conference.
- L. Inspection by Registered Professional: Inspections may be performed by a representative of the Architect to whom the Owner has no objection; however, the Architect or a member of the

- Architect's staff who is a New Mexico Registered Professional Architect shall perform inspections at least once per week and as frequently as needed or as directed by the Owner during construction. This requirement may be waived by the Owner in writing during periods in which weather or other construction delay progress, or during slow phases of the construction, making inspections during such period unwarranted.
- M. Reporting. The Architect shall promptly prepare a complete report of each inspection by the Architect, Architect's representative, or consulting engineer and promptly furnish a copy of each report to the Owner and Contractor. The Architect shall prepare and distribute an inspection report weekly during the construction period.
- N. Notification of Deficiencies: The Architect shall promptly notify the Contractor and Owner in writing of any Defective Work, inadequate progress that may jeopardize timely completion of the Project, or other departures from the requirements of the Contract Documents observed by the Architect.
- O. Stopping the Work: The Architect shall notify the Owner of a need to stop work when, in the Architect's opinion, such stoppage is necessary to avoid Defective Work.
- P. Certification for Payment: The Architect shall review and approve as appropriate the Contractor's monthly and final Applications for Payment and issue certifications for payments in accordance with the General Conditions of the Construction Contract. The Architect shall be required to withhold certification for payment for completed or partially completed construction work for which compliance with the Construction Contract Documents remain to be determined by Specified Inspections or Final Inspections to be performed by their proper sequence. If payment is being requested on an Application for Payment including such construction work in question, the Architect will notify the Contractor and the Owner and the amount in question will be transferred into an escrow account in accordance with the New Mexico Prompt Payment Act.
- Q. Contract Change Orders. The Architect shall administer the Change Order Procedures provided in the General Conditions of the Construction Contract.
- (i).** The Architect is authorized to make minor changes in the construction work by written order to the Contractor. Minor changes in the construction work are defined as those which are in the interest of the Owner and do not alter the quality, price, and performance of the finished work. Changes that involve an increase or decrease to the contract cost shall only be authorized by the Owner through an approved written Contract Change Order/Modification Change Request approved by the Owner's Purchasing Department.
- (ii).** The Architect shall prepare details, supplemental drawings, specifications, or other descriptive documents necessary to sufficiently delineate, for Contractor pricing and performance, proposed changes in the construction work directed or authorized by the Owner. If the proposed change is initiated by the Owner, or result from field conditions, the services of the Architect shall be considered to fall within the description of "Special Services". If the proposed change results from Architect's oversight, Architect's services shall constitute part of Basic Services, at the Architect's own expense.
- (iii).** The Architect (and the Architect's contractor, when appropriate) will review and evaluate change order proposals and claims for extra work as may be submitted by the Contractor.
- (iv).** Using the Change Order/ Modification Change Request form, the Architect shall recommend the Contractor's proposals for acceptance or rejection by the Owner. Each recommendation of acceptance will be based upon the Architect's professional opinion that a proposal is complete, in conformance with the Contract Documents, represents fair and reasonable pricing, and justifies change order action. The authorization to approve a change order shall be performed solely through review and approval proscribed in the Construction Contract and communicated to all interested parties through the issuance of a formal written Change Order approved and distributed by CNM's Purchasing Department.
- (v).** The Architect shall prepare construction Change Orders for acceptance and execution by the Contractor and Owner. Construction Change Orders shall sufficiently describe the change(s) in the construction work so that the requirements of the Contract Documents are clearly determinable with reasonable ease. The preparation of details, supplemental drawings, specification, or other documents to describe a change in the work shall be included in Basic Services. If the proposed change is initiated by the Owner or results from field conditions, the Architect shall be compensated in accordance with negotiated rates. If the proposed change results from Architect's oversight, Architect's services shall constitute part of Basic Services, at the Architect's own expense.

- R. Record Documents: Record Documents shall be prepared and furnished by the Contractor in accordance with the General Conditions of the Construction Contract. Prior to preparing bid documents, The Architect shall consult with the Owner to determine the Owner's requirement for Record Documents and shall incorporate them into the Conditions of the Bid Document. Construction Documents. If they differ from those of the General Conditions, The Architect shall administer the Record Documents requirement of the Contract Documents, periodically verifying the Contractor's compliance during construction and reviewing the Contractor's final documents for conformance Contract Documents.
- S. Architect shall issue Certificate of Substantial Completion when all work called for by the drawings and specifications Construction Documents has been substantially completed and the Project can be occupied by CNM. Architect shall review for compliance with the Contract Documents the warranties, guarantees, Record Documents and other closeout items required by the Contract Documents to be delivered by the Contractor(s) as a condition to final payment to the Contractor(s). The Construction Administration Phase shall terminate upon Substantial Completion of the Project.
- T. Prior to final payment, the Architect shall prepare and deliver to the Owner all record drawings and final report to the Owner.

VII. The Architect shall provide Final Completion Phase services which include in addition to requirements in the scope of work, but are not limited to the following:

- A. Architect shall prepare a punch list for final completion, establish a market value of the punch list items, conduct site visits/observations to determine the estimated date of final completion, receive and forward to CNM any written warranties and related documents required by the Contract Documents and assembled by the Contractor.
- B. Within sixty (60) days after final completion of the Project, the Architect shall furnish CNM, at no additional cost, one reproducible copy of the final record drawings and specifications incorporating all changes, and one complete electronic documents file in AutoCADD release 2000 or later. These copies shall be of the final working drawings. Revisions and changes shall be annotated and cross-referenced. Each sheet shall be prominently noted "Record Drawings".
- C. Architect shall make an inspection of the Project prior to expiration of the warranty or guaranty period and report observed discrepancies under the warranties or guarantees provided by the Contract Documents. Architect shall provide final inspection at the end of one-year warranty.
- D. Architect shall provide support and analysis as needed by CNM with respect to any warranty or guaranty claims.
- E. The Final Completion Phase shall terminate upon the last to occur of: expiration of the last to expire one-year warranty period, completion of all punch list items, or settlement of all warranty or guaranty claims, whichever occurs last.

SPECIAL SERVICES

- A. CNM has the right to require, and Architect agrees to perform, services related to the Project other than those services identified as Basic Services.
- B. For services required by CNM, other than those identified as Basic Services, Architect shall be required to submit a detailed written proposal for performing the Special Services and a "not to exceed" fee proposal for such Special Services to CNM for its review and written approval, incorporating a declaration as to the suitability of performing work. The "not to exceed" fee proposal shall be broken down into specific hours and shall identify all subcontractor costs to perform the services and accomplish the work. CNM's approval of such proposal shall be in writing and communicated through the issuance of an approved purchase order revision issued through CNM's Purchasing Department. No payment for Special Services and no reimbursement for reimbursables in connection with such Special Services shall be made except for such Special Services performed in accordance with CNM's advance written approval.
- C. Architect shall provide interior design services associated with the design specifications, selection, and installation of the fixtures, furniture, and equipment for the Project.
- D. The Architect may be required to provide a complete and accurate traffic impact study noting the impact of traffic in surrounding areas. The study should note and list potential offsite traffic improvements.

REIMBURSABLE EXPENSES

- A. Reimbursable Expenses. Reimbursable expenses of Architect shall include the following items when approved in writing and in advance by CNM: (1) transportation and subsistence of principals and employees on special trips at least fifty (50) miles one-way beyond the boundaries of the CNM District which are related to the Project, to be paid at the prevailing rate of travel reimbursement being paid by CNM; (2) cost of reproduction of plans, drawings and specifications required for bidding documents **[Note: all progress sets for review by CNM are part of Architect's Basic Services and are not reimbursable.];** (3) reasonable plan checks/review fees charged by appropriate governmental authority(s); (4) the services of geotechnical engineers, testing laboratories, and other subcontractors (not employees of Architect) to provide professional evaluations, recommendations and services pertaining to conditions of the site and existing improvements, including, but not limited to, tests, and surveys required to ascertain and address surface and subsurface conditions, structural integrity of existing structures, the presence of Hazardous Materials and environmental issues; (5) land surveys for property boundaries, topographical data, legal description, etc. (6) special inspections or testing, (7) specialized consulting including but not limited to the bookstore design, (8) reimbursable services associated with LEEDS enhance commissioning if requested, (9) meals for charettes subject to prior approval by CNM.
- B. Payment of reimbursable expenses to Architect shall be paid by CNM at Architect's actual direct cost, up to a maximum amount agreed to by CNM. All requests for reimbursement of expenses shall be accompanied by copies of original invoices.
- C. For all expenses incurred under this "Reimbursable Expenses" portion of the Architectural Agreement, CNM may require Architect to obtain three quotes when practicable and reasonable. Expenses incurred under this section may be obtained by competitive bids. CNM reserves the right to accept, reject, or modify any of the reimbursable quotes or bids. CNM reserves the right to use any of the quotes or bids submitted for any particular reimbursable expense. CNM may require the Architect to obtain three quotes for any testing performed on the Project under this "Reimbursable Expenses" section.

SECTION E: PROPOSAL FORMAT AND EVALUATION CRITERIA FOR RFP #P-284

Vendors' proposals should be organized in a format that promotes the easy and clear evaluation of your proposal. To this end, the organization of your proposal should generally follow the Request for Proposals' organization so that the Request and your proposal can be cross-referenced during the evaluation process. Likewise, information in your proposal should be presented in the same order as the pertinent provisions of the Request for Proposals, referencing sections of the Request on any and all attachments that you include with your proposal. Each original proposal must be signed in ink by an authorized representative of your firm; all corrections shall be initialed in ink by person signing the proposal. The contents of the selected proposal may become part of the resultant award. If you wish to offer more than one proposal, clearly label the top as an alternate proposal and submit all responses in the same envelope as the original proposal. Submit the number of copies of your proposal as specified above. Each copy shall include all supporting documentation. Failure to submit the required number of copies may result in your proposal being considered non-responsive.

Responses should be prepared simply and economically, providing a straight forward and concise description of the Offeror's capabilities to satisfy the requirements of this request. Emphasis should be placed on comprehensiveness of services offered and clarity of content. Proposal responses shall address each evaluation criteria in the order presented, elaborating on all responses where possible, and shall be limited to 30 single spaced, single sided, 8 ½ X 11 pages (excluding exhibits, samples, or other attachments) in a font no smaller than 10 points. Include a table of contents and section dividers, number each page ___ of ___ total pages, and include your firm's name. Submittals received in excess of the above page limitation may be deemed non-responsive.

An evaluation committee shall evaluate proposals based on the weighted criteria listed below. Final rankings will be based upon an average tabulation of all individual committee member rankings. Interviews may be conducted with the top Respondent(s) and may include product demonstrations. Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria rankings, may be utilized in the final award decisions. References may or may not be reviewed at the discretion of CNM. CNM reserves the right to contact references other than, or in addition to, those furnished by a Respondent.

NOTE: Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

Arrange proposal response according to the evaluation criterion stated below. Architect acknowledges that this project is intended to be contracted using the Construction Manager at Risk method per NMSA 13-1-124.1 through 13-1-124.5. The Architect and staff may be required to serve on the evaluation committee for the RFP for the CMAR contractor in addition to evaluation of bids and all other requirements of the Architect under the CM at Risk contract.

I. SPECIALIZED DESIGN AND TECHNICAL COMPETENCE.....(25 Possible Points)

- a. Describe your firm's organization, including a joint venture or association. Provide the name of the firm's owner(s) and/or principal officer(s), and state the date of incorporation (or partnership), current annual dollar volume, and number of employees. Provide the firm's organizational chart.
- b. Provide a current resume for 1) the Architect(s) who will or may be assigned Responsible Charge, 2) the project manager(s) who will be assigned to this project and 3) each additional employee who will or may provide services under the proposed agreement including those required for Leeds certification. Provide proof of registration for the registered professional architect(s).

- c. Provide a current resume for 1) all proposed sub-consultant surveyors, architects or engineers who will or may be contracted to provide or perform professional services under this project. Provide proof of registration and licensure for all proposed professional surveyors, architects and engineers,

Provide a current resume for all specialized services that may be contracted out including but not limited to recommendations for Leeds commissioning agent, Bookstore consultants, etc.

II. CAPACITY AND CAPABILITY.....(35 Possible Points)

- a. Describe your firm's approach to providing and managing the required services as identified within this Request for Proposals as a CM at Risk Project.
- b. Provide information that demonstrates your firm's and that of your firm's proposed subconsultants, capacity and capability to perform work of the nature and scope of the RFP project. Detail your firm's and that of your proposed subconsultant's ability, depth of knowledge, skills, experience and expertise as it relates to the services requested and required to be performed as described and outlined within this Request for Proposal. Discuss how your firm will coordinate or provide particular services which may not be available in house.
- c. Identify any specialized services you feel may be required to complete performance of the proposed projects and describe how your firm proposes to meet those identified needs.
- d. Described techniques planned to assure that schedule dates will be met. Review recent projects to demonstrate ability to meet project budget and schedule.
- e. Provide a summary of current work and statement regarding ability to assign adequate staff and resources to meet project schedules.
- f. Provide a proposed project timeline, broken down by labor category and level of effort to perform the services described within this RFP. The proposed timeline must identify all services to be performed; inclusive of all services proposed to be performed by any and all subconsultants.
- g. Provide a written narrative outlining and completely describing your firms commitment and guarantee for the successful completion of the project.
- h. Provide a written narrative outlining and completely describing the approach your firm will take to ensure that all specifications, drawings, bid, construction and design documents will be thorough, accurate and complete. How does your firm propose to address any deficiencies uncovered in the above documents? What commitment and guarantee will your firm extend to CNM and its contractors in this regard?
- i. **State knowledge, experience and approach to designing facilities in accordance with U.S. Green Building Council's LEED rating system.**

III. RECORD OF PERFORMANCE(25 Possible Points)

- a. Identify and provide your firms' three (3) most recent project examples indicating your past record of performance on contracts **with Educational or other Government Agencies or local public bodies within the State of New Mexico with respect to such factors as providing** accurate Estimates of Probable Construction Costs, value engineering, cost control and avoidance, quality of work, and ability to meet schedules.
- b. Describe your firm's quality assurance program regarding, but not limited to, design, code compliance, and coordination of work. Identify those regulatory agencies, governing bodies and utility providers, as you understand, are aware or anticipate shall become involved in the permitting, review, approval, certification, etc. processes connected to the project described within this RFP. Provide a short narrative summation of the anticipated involvement for each organization identified.

- c. Present your firm's five (5) most recently completed project examples. For each case, describe the project and the work performed, and provide the client's and general contractor's name, address, contact person's name and a telephone number. Identify and provide a point of contact and phone number for all subconsultants used on each of the five projects. Note, references listed must be willing to provide information about your firm's control of cost, quality of work, and ability to meet schedules. Do not list CNM as a reference.
- d. For each of the five (5) projects identified above, provide a project summary breakdown for each showing (a) final cost estimates compared to actual final construction costs; (b) number of change orders processed for each project providing (i) reason for each change, (ii) construction costs associated with each change order, (iii) actual average construction cost per square foot to construct each project, and (iv) amount of time extensions granted to contractor (provide a very brief reason/description for basis of granting each time extension). Has your firm or is your firm currently in any legal dispute, mediation or arbitration hearings regarding dispute resolution with an owner or contractor? If yes, provide detail information.
- e.

IV. PROXIMITY TO OR FAMILIARITY WITH THE AREA.....(5 Possible Points)

- a. Provide a narrative describing your firm's proximity to and/or familiarity with the project location.

V. NEW MEXICO BUSINESS(5 Possible Points)

- a. Provide a narrative describing the amount of design work that will be produced by a New Mexico business within this state.

VI. VOLUME OF WORK(5 Possible Points)

- a. State the volume of work previously done for CNM which is not 75% complete with respect to basic professional design services AT TIME OF DUE DATE AND TIME OF THIS RFP. Points will be determined as follows:

Value of work not yet completed on projects that are not 75% Complete	Points to be allowed for this item.
None	5
\$ 1 to \$ 25,000	4
25,001 to 50,000	3
50,001 to 75,000	2
75,001 to 100,000	1
100,000 or more	0

SECTION F: SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE FOR RFP #P-284

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Contractor hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon receipt of an authorized purchase order from the purchasing department, and further agrees that the language of this document shall govern in the event of a conflict with its offer.

Please fill in all spaces below:

Acknowledgment of Amendment (Specify Number and Date):

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

No. _____ dated _____.

No. _____ dated _____.

No. _____ dated _____.

No. _____ dated _____.

No. _____ dated _____.

No. _____ dated _____.

No. _____ dated _____.

No. _____ dated _____.

NM Tax ID: _____ Federal Tax ID: _____

Applicable NM License Number(s): _____

Contact Person for Clarification of Proposal Response: _____.

Name and Title of Individual Authorized to Sign for Firm: _____.

Signature of individual authorized to sign: _____.

**SECTION G: DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM
FOR RFP #P-284**

DEBARMENT/SUSPENSION STATUS

1. The vendor/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The vendor/contractor agrees to provide immediate notice to CNM's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this proposal but prior to the award of the purchase order/contract.

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing proposal (such persons, firm and/or corporation hereinafter being referred to as the vendor/contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission or the foregoing proposal, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of CNM, or any person, firm or corporation under contract with CNM whereby the contractor, in order to induce the acceptance of the foregoing proposal by CNM has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the vendor/contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing proposal.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she have the authority to certify compliance for the vendor/contractor named below.

Signature: _____

Title: _____

Name Typed: _____

Date: _____

Company _____

Address: _____

City/State/Zip: _____

SECTION H: AFFIDAVIT FORM FOR RFP #P-284

STATE OF NEW MEXICO

COUNTY OF (_____)

I, _____, being a registered architect, New Mexico Registration

No. _____, _____(title) of _____

(Corporation/business/partnership), hereby state and affirm as follows:

1. I have responded to the Albuquerque Technical Vocational Institute ("CNM") Request for Proposal for Architectural Services.
2. In connection with responding to said Request for Proposal, I submit herewith additional information regarding my ability to perform architectural services.
 - A. I currently have professional liability (errors and omissions) insurance with (carrier), _____ (policy number), _____ (effective date) ____/____/____, in the amount of \$_____ which provides coverage for injury to persons or property (including client's) arising out of the negligent performance of professional services rendered by me, my agents or employees.
 - B. I have notified my errors and omissions carrier of the following problems or potential claims against me or the above named business during the last three (3) years:
Name of Claimant: _____
Amount of Claim: _____
Nature of Claim: _____
3. The following legal actions have been filed against me during the last three (3) years:
Name of Case: _____
Court in which filed: _____
Date of Filing: ____/____/____
Disposition: _____
4. The following judgments have been entered against me or the above referenced during the last three (3) years.
5. I or the above referenced business possess sufficient financial resources and architectural personnel and support personnel to properly perform the services requested by CNM in its Request for Proposal for Architectural Services.

(Name)

(Title)

(Date)

P-284 EXHIBIT A: INSURANCE REQUIREMENTS from Awardee

CERTIFICATES OF INSURANCE

The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. The Governing Board of Albuquerque Technical Vocational Institute, Albuquerque Technical Vocational Institute, its agents, servants and employees are held as additional insured.
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the Owner."

COMPENSATION INSURANCE:

The Contractor shall procure and shall maintain during the life of any resultant agreement Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than \$500,000.

CONTRACTOR'S PROFESSIONAL LIABILITY INSURANCE:

The Contractor shall maintain professional liability insurance in the amount of up to \$1,000,000 if so directed by CNM.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:

The Contractor shall maintain insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et seq. NMSA1978". The insurance must remain in force for the life of the contract including all contract extension or renewals. The limits effective July 1, 1992 are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$100,000 for property damage for a total maximum liability of \$1,150,000 per occurrence.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-1-1 et. seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury	\$750,000. Each Occurrence
Property Damage	\$100,000. Each Occurrence

SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Contractor shall either:

- (1) Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract Public Liability Insurance of the types and amounts specified above or,
- (2) Insure the activities of the subcontractors or sub-subcontractors in the Contractor's policy as required under this Article.

GENERAL:

All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done and acceptable to Owner.

The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.

P-284 Exhibit B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"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.

"Prospective contractor" means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)