



**Arrowhead Park Soundstage Project
Arrowhead Center, Inc.
3655 Research Dr., Las Cruces, NM 88003**

Request for Proposals (“RFP”)

**RFP Number:
2025-01**

**RFP Name:
Arrowhead Park Soundstage Project**

Advertised: 03/08/2025 – 3/23/2025

RFP Response Submission Deadline Date / Time:

April 18, 2025, 5:00pm MT

Mandatory On-Site Pre-Proposal Meeting: 03/27/2025

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I. PROJECT INFORMATION

A. Purpose and Summary

Arrowhead Center Inc. (the Owner) requires the services of a qualified Design Build (DB) team to Design and Build the necessary site infrastructure, and building specific concrete slabs and foundations, Mechanical, Electrical, Plumbing, fire suppression, and special systems to include data, door access control, and security cameras, to accommodate a new Film and TV Soundstage Complex on approximately four (4) acres (The Soundstage Complex) at Arrowhead Park on the New Mexico State University Campus in the City of Las Cruces, NM. The Soundstage Complex will be constructed adjacent to the existing Dona Ana Community College Creative Media Technology Building and a future NMSU Creative Media Institute Building, all within the Creative Campus Development at Arrowhead Park. The Soundstage Complex, or “the Project”, will consist of two (2) buildings, a 20,000 sq ft Soundstage building and a 10,000 sq ft Production Support Building, along with required site development work, utilities, fencing, and security. The DB team shall also examine prefabricated soundstage building designs and costs provided to the Owner by a third party and seek to find an As Equal and report the findings back to the Owner, for direct purchase by the Owner. Preliminary conceptual design, site layout, and renderings have already been completed for the project. See Exhibit A. Once construction is completed, the Soundstage Complex will be professionally managed and operated by a commercial entity to attract film and TV productions, provide paid internships for students, support growth of the regional film workforce, and generate economic impact for the Las Cruces and southern New Mexico region. Arrowhead Center Inc. intends to issue one contract to the selected Offeror for the entire Scope of Work.

B. Owner Representative:

1. The Representative for Arrowhead Center Inc. who is responsible for the conduct of this procurement is given below along with contact information:

Name: Wayne Savage, Executive Director, Arrowhead Park
Address: Arrowhead Center, Inc.
Genesis Center Building C
3655 Research Road
Las Cruces, New Mexico 88003
Telephone: (575) 646-2596
Email: waynes@nmsu.edu

2. All deliveries of responses via express carrier must be delivered as follows:

Name: Wayne Savage, Executive Director
Reference RFP Name: Arrowhead Center inc. Soundstage Project RFP No. 2025-01
Address: Arrowhead Center, Inc.
Genesis Center Building C
3655 Research Road
Las Cruces, New Mexico 88003

3. All correspondence, communication and contact regarding any aspect of this solicitation or offers shall be only with the Owner Representative identified above. Unless otherwise instructed by the Owner Representative, the offeror and their representatives shall not make any contact with or try to communicate with any member of Arrowhead Center Inc., its employees and/or consultants, regarding any aspect of this solicitation or offers. At any time during this procurement up to the time specified in the procurement schedule, offerors may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the solicitation RFP, or any addenda to the solicitation RFP.

II. CONDITIONS GOVERNING PROCUREMENT

This section of the RFP contains schedule, description and other conditions governing the procurement.

A. Sequence of Events Table

Action	Responsible Party	Due Dates / Time Frames
1. RFP Released	Arrowhead Center Inc.	March 8, 2025
2. Mandatory Site Visit	Potential Offerors	March 27, 2025
3. Deadline to Submit Questions	Potential Offerors	April 4, 2025
4. Response to Written Questions	Arrowhead Center Inc.	April 11, 2025
5. RFP Submission Due Date / Time	Potential Bidders	April 18, 2025, 5:00pm MT
6. Evaluations of RFP's Received	Arrowhead Center Inc.	April 25, 2025
7. Short List / Interviews	Arrowhead Center Inc.	TBD
8. Intent to Award	Arrowhead Center Inc.	TBD
9. Notice of Intent to Award and Right to Protest	Arrowhead Center Inc.	TBD
10. Finalize Contract Agreement	Arrowhead Center Inc. / Successful Proposer	TBD

B. Explanation of Events:

The following paragraph details the activities listed in the sequence of events shown in Section II.A., above.

1. Issuance of RFP

This solicitation RFP is being issued by Arrowhead Center Inc.

2. Mandatory Site Visit

A **Mandatory** pre-proposal site visit is schedule for 12:00pm on March 27, 2025, at the following location:

**Arrowhead Center, Inc.
Genesis Center Building C
3655 Research Road, Las Cruces, NM 88003**

3. Deadline to Submit Written Questions

Potential Offerors may submit written question to the Owner Representative as to the intent to provide clarification of the RFP solicitation until close of business the day indicated in the sequence of events. All written questions must be addressed and responded to by the Owner Representative. Questions shall be emailed shall be clearly labeled **“IMPORTANT – NAME OF OFFEROR and RFP# 2025-01 QUESTION”**.

4. Response to Written Questions:

Written questions received will be answered by the Owner Representative and posted via addendum(s) for any questions that are more than a simple clarification.

5. Any changes to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.

6. RFP Submission:

ALL OFFEROR RFP SUBMISSIONS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE OWNER REPRESENTATIVE OR DESIGNEE NO LATER THAN 5:00PM MDT ON April 18, 2025. Statements and proposals received after the deadline will not be accepted. The date and time of receipt will be recorded on each response. A log will be kept of the names of all offerors organizations that submitted responses.

7. No proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. Please make note of the submittal requirements outlined in this solicitation. Read and follow the instructions carefully. Include the required documents provided in this RFP as part of your submittal packet. Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror’s expense.

8. Arrowhead Center Inc. reserves the right, at its sole discretion, to accept or reject any proposals; waive any and all irregularities and any and all proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to Arrowhead Center Inc. While Arrowhead Center Inc. intends to execute a contract for services listed herein, nothing in this document shall be interpreted as binding Arrowhead Center Inc. to enter into a contract with any Offeror or Proposer.

9. Evaluation of Proposals:

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Owner Representative may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the statements. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. RFP's will be evaluated using the Evaluation Criteria presented within this document. An Evaluation Committee comprised of three (3) representatives of Arrowhead Center, Inc., a representative from the New Mexico Economic Development Department, along with three (3) members from North Star NM, the Construction Project Management team, will review the proposals to evaluate qualifications to perform the scope of services.

10. Short List / Interviews:

At its sole discretion, the Evaluation Committee may create a short list of Offerors and conduct interviews at a date, place, and time to be determined. Arrowhead Center Inc. is not obligated to conduct interviews.

11. Intent to award:

If, and when Arrowhead Center Inc. and the selected Design Build team arrive at a mutually acceptable form of agreement based upon the proposal, Arrowhead Center Inc. notify all other respondents of the decision.

12. Notice of Intent to Award and Right to Protest:

Any protest by an Offeror must be timely and in conformance with NMSA § 1978 13 1 172.

ONLY protests delivered directly to the Owner's Representative in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this solicitation. The protest period shall begin on the day of the approval to award a contract to the selected Offeror and will end at 5:00 pm Mountain Time on the 15th calendar day thereafter. Protests must be written and shall include the name and address of the protestor, the RFP number, a statement of the grounds for protest including appropriate supporting exhibits and specify the ruling requested from the party listed below. The protest must be delivered to the Owner Representative before the deadline. Protests received after

the deadline will not be accepted. E-mails are permitted for protests but shall be required to meet the same deadlines as other written protests.

13. Finalize Contract

Any Contractual agreement(s) resulting from this RFP will be finalized subject to the solicitation provisions regarding any proposed modifications to the Contract.

14. Any questions must be received in writing within the date and time as stated in the Sequence of Events.

III. RESPONSE FORMAT AND ORGANIZATION

A. Number of Hard Copies

Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive will be accepted at:

**Arrowhead Center, Inc.
Genesis Center Building C
Attn: Wayne Savage
3655 Research Road, Las Cruces, NM 88003**

Clearly mark RESPONSE- Arrowhead Park Soundstage Project, RFP No. 2025-01, Due Date of Proposal, and Contact Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label. The USB flash drive should also be clearly identified in like manner as the hard copy. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive, the written paper response shall govern.

B. Response Format and Organization

All responses must be submitted as follows:

Hard copies must be typewritten on standard 8.5" x 11 – inch paper, and front and back shall count as two (2) pages in the total number of pages allowed. Maximum Number of Pages Shall be 45 Pages as outlined below.

Organization of folders/envelopes for hard copy proposals

1. Letter of Transmittal (2) Page – The Offeror’s proposal **MUST** be accompanied by the Letter of Transmittal Form located in EXHIBIT B. The form **must** be completed and must be signed by the person authorized to obligate the company.
2. Table of Contents (Not Included in Page Count) – A table of contents referring to specific sections within the response to this Request.

3. Firm(s) Description(s) (12 Pages)– Description or other documentation of each member firm of the team including sub-consultants describing the relevant services and capabilities for the design professional component of the submission.
4. Proposed Project Team (10 Pages) – An organizational chart and written description showing the specific service that each member of the team (along with the represented firm) will provide. Show key individuals’ project function, title and reporting relationship. Also, indicate the firm of employment for each team member and their office location. Any contract that results from this Request will be between the Proposer/Offeror and a single (prime) firm. Substitution or replacement of key team members will not be allowed without written permission of the owner.
5. Resumes (10 Pages) – Provide resumes of each key team member. Highlight professional qualifications and relevant individual experience.
6. Basis for Design Builder’s Qualifications (5 Pages) – Provide, in no more than five (5) pages, an explanation of what differentiates your team as the best candidate for this unique project
7. References (5 Pages) – Provide the names, addresses and telephone numbers of all references for which you have provided services similar to those anticipated by this Request document. Provide the project name(s) and service(s) provided for each reference.
8. Project Cost Summary (1 Pages) – Complete the Cost Proposal Form, EXHIBIT C.
9. Other Required Documents – Not Counted in Total Page Count.
 - a) See Section VII, Required Documents and Exhibits. Include Forms here not otherwise designated to be provided in other areas of the proposal.

IV. EVALUATION

A. Evaluation Process

1. Proposals shall be handled to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process.
2. After the RFP has closed, the Evaluation Committee will prepare a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The Evaluation Committee will then review, evaluate, and score the submittals. Interviews, if needed, are only for the purpose of clarification and may be used for adjusting the final score. Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.
3. An award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the Arrowhead Center Inc., taking into consideration the evaluation criteria set forth in the solicitation.

B. Evaluation Criteria:

1. All proposals will be evaluated from the written responses to the requirements set forth in this document. The evaluations will be based on the following criteria.
2. Relevant Project Experience (25 Points)
 - a) Experience in providing comprehensive construction program management and pre-construction consulting services
 - b) Experience in providing design and construction services on a "Design/Build" approach
 - c) Experience relative to the professional tasks (project management, cost estimating, schedule management, quality assurance, architectural design, engineering and construction) necessary to accomplish this project on schedule within budget.
 - d) Experience relative to the tasks necessary to provide construction services required to accomplish this project on schedule within budget.
3. Project Understanding and Firm's Strategy to Accomplish Project (25 Points)
 - a) Methodology for providing the services anticipated
 - b) Methodology for providing the technical support necessary to achieve the objectives of this program
 - c) Adequacy of staff capabilities
 - d) Describe how construction will be organized, managed, and administered to meet the project requirements including security and safety controls, staging areas, delivery routes, and interfaces required at the site with Arrowhead Center Inc.
 - e) Address the extent to which key personnel have worked together as a team on projects of similar or greater magnitude and nature.

4. Proposed Project Personnel (10 Points)
 - a) In-house labor resources and production capability
 - b) Assignment of appropriate personnel vis-à-vis work requirements
 - c) Previous work together as a team

5. Completeness of the Proposal (10 Points)

6. Cost Proposal Form (30 Points)
 - a) Cost Proposal shall be presented in the form of a total Base Proposal under a Lump Sum Contract (using the Form provided in EXHIBIT C).
 - b) The proposal, bearing original signatures, must be typed or hand-written in ink on the Price Proposal Form and be notarized.
 - c) Proposal price shall not include NM State Gross Receipts or Local Options Taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item.
 - d) In submitting this proposal, each Offeror must satisfy all terms and conditions of the Proposal Documents. All work covered by this solicitation shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. If the price proposal amount of the contractor or any subcontractor exceeds \$60,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.
 - e) Before submitting a proposal, each Offeror shall carefully examine the RFP solicitation; may request to schedule a visit to the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by this RFP.

C. Evaluation Criteria Table – as demonstrated in the RFP Response.

Criteria #	Criteria	Points
1	Relevant Project Experience. See Section IV, A and B.	25
2	Project Understanding and Firm’s Strategy to Accomplish Project. See Section IV, A and B.	25
3	Proposed Project Personnel. See Section IV, A and B.	10
4	Completeness of Proposal. Please include all documents and Exhibits.	10
5	Project Cost Summary. See Exhibit ‘C’	30
TOTAL		100

V. SCOPE OF SERVICES (OR WORK)

Arrowhead Center Inc. is requesting proposals for a qualified Design Build (DB) team to design and build a new Soundstage Complex at Arrowhead Park on the main New Mexico State University Campus in the City of Las Cruces, NM.

The project shall consist of two (2) buildings, a 20,000 sq ft Soundstage building, and a 10,000 sq ft Production Support Building, and associated building systems to include structural, mechanical, electrical, plumbing and special systems and required site development work to include, all utilities (e.g. gas, electric, water, sewer, storm sewer, fiber optic, fire suppression), parking, fencing, site grading, site drainage, landscaping, and security. Included in the Work is site work and foundation for a third future building, as described below. The DB team shall also examine prefabricated designs and costs provided to the Owner by a third party and seek to find an As Equal and report back to the Owner the findings.

If an As Equal is not found, the Owner shall have the option to contract directly with a supplier of their choice for the prefabricated buildings. The selected DB team shall then work closely with the prefab building supplier to incorporate associated building systems into the two (2) prefabricated buildings to include structural, mechanical, electrical, plumbing and special systems and required site development work to include, all utilities (e.g. gas, electric, water, sewer, storm sewer, fiber optic, fire suppression), parking, fencing, site grading, site drainage, landscaping, and security.

The Design/Build Maximum Allowable Construction Cost (MACC) as described is \$6,023,884.00 million. The Owner cost for the prefabricated buildings is not included in this MACC.

VI. BASIS OF DESIGN AND QUALITY:

The following information is intended to establish the basis of design for the project, specifically with regards to project quality. It is not intended to hinder design intent or restrict the use of alternate finishes, systems, materials, or assemblies. The intent for project construction is to build to a minimum level according to industry standards and to ensure that the anticipated quality is clearly defined and understood.

The materials and other information listed herein are intended to establish the basis of design. There is no intent to limit the selection of materials or assemblies. Equivalent materials or like assemblies are allowed with prior approval by the Owner. Please review and use the information provided herein to inform your design decisions:

A. Site:

Site preparation includes clearing of site to prepare for new Three (3) new buildings and rough in of all utilities to include domestic water, sewer, electrical power, fiber optic, main fire water line(s) and fire hydrants, parking and drive isles, site lighting, landscaping, detention and/or retention ponds, walkways, and grading and drainage. Scarify, over excavate, and engineering fill compacted as identified in the Geotechnical Report provided by the Owner.

B. Building Foundation:

Provide building foundations that meet the requirements in the Owner provided Geotechnical report. e.g. piers, footings, grade beams for all three buildings.

C. Building Structure/Building Envelope: The following criteria are for reference purposes only to assist the design build team in understanding the basis of design in preparation of the design builder's pre-construction phase fee proposal.

20,000 square foot Prefabricated Soundstage provided by Owner or an As Equal structure.

1. Site prep and foundation including required over excavation as required by the Owner provided Geotechnical Report.
2. 130' x 160' soundstage building with 40ft clearance to underside of grid, engineered for local wind/snow/seismic loads.
3. Rigging beams with aluminum catwalk system and access stair, emergency ladder(s)
4. Aluminum gutter and downpipe system.
5. Acoustic roof system - 50dB, black interior finish.
6. Acoustic wall system - 50dB, black interior finish.
7. 20x20 ft sliding elephant door including inner shutter (1)
8. Stage smoke expulsion system including fans and ducting, for minimum 2 air changes per hour.
9. 300 lux working light system throughout building
10. Personnel entrance doors (2) with 8 ft by 8 ft acoustic vestibules and anti-panic bars.
11. Red light and green light beacon indicators to be mounted over personnel entrances and located beside the main stage door. Lights and bell to be manually and remotely operated.
12. Low powered LED lighting
13. 20x32A, 480v Sockets distributed around exterior walls, Total estimated power requirement is 1,000 amps
14. Ground mounted RTU's
15. Code required life safety eqp and devices including fire suppression
16. 5.63 PSF Rigging Loads

10,000 square foot Prefabricated Production Support Building provided by Owner or an As Equal structure. The following criteria are for reference purposes only to assist the design build team in understanding the basis of design in preparation of the design builder's pre-construction phase fee proposal.

1. Site prep and foundation including required over excavation as required by the Owner provided Geotechnical Report.
2. 65' x 160' prefabricated soundstage building with 20ft clearance to underside of grid, engineered for local wind/snow/seismic loads.
3. Including aluminum gutter and downpipe system.
4. Insulated roof system
5. 2" insulated steel wall panels
6. 15x15 ft manual sliding door
7. 300 lux working light system throughout building
8. Personnel entrance doors (2) with 8 ft by 8 ft acoustic vestibules and anti-panic bars.
9. Ground mounted RTU's
10. Code required life safety eqp and devices including fire suppression

Future 5,000 square foot Prefabricated Equipment Warehouse Building provided by Owner or an As Equal structure.

1. Site prep and foundation including required over excavation as required by the Owner provided Geotechnical Report.

VII. GENERAL REQUIREMENTS:

A. Acceptance of Conditions Governing the procurement:

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

B. Incurring Cost

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

C. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The Owner will enter into a contractual agreement and will only make payments to the prime contractor.

D. Amended Responses

An Offeror may submit an amended RFP or Price Proposal before the deadline for receipt. Such amended documents must be complete replacements for a previously submitted RFP or Price Proposal and should clearly be identified as such in the transmittal letter. District personnel will not merge, collate, or assemble proposal materials.

E. Offeror's Right to Withdraw Response

Offerors will be allowed to withdraw their RFP proposal at any time prior to the deadline for receipt. The Offeror's must submit a written withdrawal request addressed to the Owner's Representative and must be signed by the Offeror's duly authorized representative.

F. Responses Offer Firm

Responses to this RFP, including proposal prices for goods and services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals.

G. No Obligation

This RFP in no manner obligates Arrowhead Center Inc. to the use of any Offeror's services until a valid written contract is awarded and approved by Arrowhead Center Inc.

H. Termination

This RFP may be canceled at any time without penalty and any and all responses may be rejected in whole or in part when it is determined that such action is in the best interest of Arrowhead Center Inc.

I. Governing Law

This RFP and any agreement with an Offeror, which may result from this procurement shall be governed by the laws of the State of new Mexico.

J. Contract Terms and Conditions

The contract between Arrowhead Center Inc. and a contractor will follow the format specified by Arrowhead Center Inc. and contain the terms and conditions set forth in the Sample AIA Standard Form of Agreement between Owner and Design-Builder AIA Contract Appendix H.

K. Offeror's Terms and Conditions

Offerors must submit with the response a complete set of any additional terms and conditions they expect to have included in a contract with the Arrowhead Inc.

L. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation will be discussed only between the District and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

M. Disclosure of Litigation, Claims and/or Relevant Lawsuits

The offeror must disclose current and/or ongoing litigation, lawsuits, claims, liabilities, losses and or legal actions relevant to this project (derived from similar projects. The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. Failure to disclose any of the aforementioned and/or any other legal actions will disqualify an offeror from the selection process.

N. Right to Waive Minor Irregularities

The Owner's Representative reserves the right to waive minor irregularities and/or informalities. Owner's Representative also reserves the right to waive mandatory requirements if all of the otherwise responsive response failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Owner's Representative.

O. Notice of Penalties

The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

P. Arrowhead Center Inc. Rights

Arrowhead Center Inc. reserves the right to cancel the procurement in whole or in part without penalty, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the Arrowhead Center Inc. Arrowhead Center Inc. reserves the right to determine any specific response that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive.

Arrowhead Center Inc. Reserves the right to waive any defects, or minor informalities or irregularities in any response which do not materially affect the response or prejudice other offerors. If there is any evidence indicating that two or more Offerors are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the responses of all such Offerors shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the District.

Q. Ownership of Responses

All documents submitted in response to the RFP shall become property of Arrowhead Center Inc.

R. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Owner.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without Arrowhead Center Inc.'s written permission.

S. Insurance:

Design-Builder must obtain and keep in effect during the term of the contract, insurance coverage in the below listed types and minimum amounts. As evidence of insurance coverage, Design-Builder must furnish to Arrowhead Center Inc. certificate(s) of insurance with its proposal.

Type of Coverage	Amount of Coverage
Commercial Liability insurance	a limit of \$1,000,000 per occurrence & \$2,000,000 in aggregate
Workers Compensation & Employers Liability Insurance	Workers Comp: \$2,000,000 each accident
Automobile Liability Insurance	\$1,000,000.
Professional Liability Insurance	\$2,000,000 per occurrence, \$5,000,000 aggregate

Design-Builder must perform the duties and responsibilities pertaining to required workers' compensation coverages.

Design-Builder shall provide Arrowhead Center Inc. with a certificate of coverage for each person providing services on the project, prior to that person's beginning work on the project. This provision includes all persons or entities performing all or part of the services the Design-Builder has undertaken to perform on the project, regardless of whether that person contracts directly with the Design-Builder and regardless of whether that person has employees. This includes, but is not limited to, independent Design-Builders, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the contract. Services include, but are not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

Design-Builder shall provide Arrowhead Center Inc. with a new certificate of coverage showing extension of coverage: before the end of the coverage period, if the Design-Builder's current certificate shows that the coverage period ends during the duration of the project; and no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.

T. Payment Bond:

The successful Design-Builder, before beginning the work under any contract resulting from this procurement solicitation, is required to execute a payment bond including:

be in a penal sum at least equal to the total of the original contract amount;

be in favor of Arrowhead Center Inc.; have the written approval of Arrowhead Center Inc endorsed on it; be executed by:

be conditioned on prompt payment for all labor, subcontracts, materials, specially fabricated materials, and normal and usual extras not exceeding 15% (fifteen percent) of the contract price; and

clearly and prominently, display on the bond or on an attachment to the bond: The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent.

Proposers must provide, with their proposal, a letter of statement from a bonding company that the Proposer (general Design-Builder) is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation.

U. Performance Bond:

The successful Design-Builder, before beginning the work under any contract resulting from this procurement solicitation, is required to execute a performance bond to be in the amount of the contract;

be conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents;

be executed by a corporate surety;

be payable to and its form be approved by Arrowhead Center Inc.;

clearly and prominently displayed on the bond or on an attachment to the bond: The performance bond is solely for the protection of Arrowhead Center Inc.

V. Permitting; Inspections:

Design-Builder and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform the contract resulting from this procurement solicitation. Design-Builder must comply with all state and local building code requirements.

W. Safety Record of Proposer:

Arrowhead center Inc. will consider the safety record of the Proposer in determining to whom to award a contract resulting from this procurement solicitation. The safety record shall be defined as a Proposer's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the Proposer's insurance carrier, and a loss history covering all lines of insurance coverage carried by the Proposer.

X. Conflict of Interest:

Arrowhead Center Inc. is required to disclose Certain Relationships with Local Government Officers. A conflict of interest exists in the following situations:

If the vendor has an employment or other business relationship with a local government officer of Arrowhead Center Inc. or a family member of the officer.

If the vendor has given a local government officer of Arrowhead Center Inc., or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (i) a political contribution; or (ii) a gift of food accepted as a guest; or

If the vendor has a family relationship with an Arrowhead Center Inc. employee.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract.

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity.

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

Y. Required Documentation and Exhibits:

The documentation and exhibits listed below are required to be included with the proposal. All forms must be completed and signed where required.

1. Proof of Insurance – certificates of insurance of the types and amounts described in this procurement solicitation.
2. Proof of licensing/credentials.
3. Letter of statement from a bonding company that the Proposer is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation
4. Proof of Proposer’s Safety Record – Proposers must submit:
 - a. Loss analysis from the Proposer’s insurance carrier, and
 - b. Loss history covering all lines of insurance coverage carried by the Proposer.
5. Copy of proposers Safety Program
6. Exhibit B – Letter of Transmittal.
7. Exhibit C – Cost Proposal Form.
8. Exhibit D– Certification of Proposer.
9. Exhibit E – Certification Regarding Disbarment, Suspension, and Other Responsibility Matters.
10. Exhibit F – Campaign Disclosure Form
11. Exhibit G – Sample AIA Standard Form of Agreement between Owner and Design-Builder 2024 and associated AIA Exhibits A and B.

Z. Award of Solicitation:

Following award of the solicitation by Arrowhead Center Inc., the successful Offeror will be required to execute a contract with Arrowhead Center Inc. in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit “G.” Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception. Arrowhead Center Inc. may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to Arrowhead Center Inc.

VIII. OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES:

- A. Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60-300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and

advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

B. Certification Form Regarding Debarment, Suspension, and Other Responsibility Matters:

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "D," and submit with the proposal. This Form serves as a warrant of the vendor's responsibility and may not necessarily preclude the vendor from consideration for award.

C. Campaign Contribution Disclosure Form:

A Campaign Contribution Disclosure Form is attached as Exhibit "E." The Offeror is required complete and submit the form with the proposal. If the form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

D. Wage Determination:

Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11.

IX. FEDERAL AND NATIONAL REQUIRED CONTRACT PROVISIONS:

The following are Federally and Nationally required Contract provisions and will be included in any contract finalized between Arrowhead Center, Inc. and the selected Offeror.

- A. Administrative, Contractual or Legal Remedies
- B. Termination Provisions
- C. Equal Employment Opportunity, 29 CFR Part 1614
- D. Contract Work Hours and Safety Standard Act, 29 CFR part 5
- E. Clean Air Act and Federal Water Pollution Control Act, 23 CFR 633.211
- F. Debarment and Suspension
- G. Byrd Anti-Lobbying Prohibition, 45 CFR 2543.87
- H. Davis Bacon Act, 29 CFR Part 5
- I. Civil Rights Act, 29 CFR Part 1606
- J. Age Discrimination Act, 45 CFR Part 91

- K. Americans with Disability Act, 29 CFR Part 1630
- L. Energy Policy and Conservation Act, 14 CFR Part 313
- M. 2013 National Defense Authorization Act, Public Law 112-239
- N. Resource Conservation Act, 40 CFR Part 261
- O. False Claims Act, 20 CFR 429.109
- P. Section 603 Title VI of the Social Security Act.

Exhibit “A”

CONCEPTUAL PLANS

RFP NO: 2025-01

RFP Name: Arrowhead Park Soundstage Project

Exhibit “B”

LETTER OF TRANSMITTALL FORM

RFP NO: 2025-01

RFP Name: Arrowhead Park Soundstage Project

Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR
 The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II.

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section VII of this RFP.

___ I acknowledge receipt of any and all amendments to this RFP.

_____, 2025
Authorized Signature and Date (Must be signed by the person identified in item #2, above

Exhibit “C”

COST PROPOSAL FORM

RFP NO: 2025-01

RFP Name: Arrowhead Park Soundstage Project

PROJECT TITLE: Arrowhead Park Soundstage Project

Name of Proposer/Design-Builder: _____ Address: _____

Telephone: _____ Fax: _

E-mail: _____

Receipt of Proposal Amendments Number(s): _____

Substantial completion for the entire project shall be:

Design Build Team **Pre-Construction Fee without NMGRT** - \$ _____

Design Build Team **Construction Fee** including Overhead & Profit expressed as a percentage of the MACC. _____

The undersigned hereby proposes to furnish all labor, materials, supervision and any other services necessary to complete the above referenced project for the bid amount(s) listed on the Scope of Work.

The undersigned certifies that the amount(s) contained in Attachment No. 2 have been carefully checked and are submitted as correct and final.

Signed By: _____ Name: _____

(Type or Print)

Title: _____ (Type or Print)

ATTEST: _____

(Secretary, if Proposer is a Corporation)

SEAL:

(If Corporation)

Exhibit "D"
CERTIFICATION OF PROPOSER
RFP NO: 2025 - 01
RFP Name: Arrowhead Park Soundstage Project

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this procurement solicitation and the construction documents and certifies:

1. It is a reputable company regularly engaged in providing construction services necessary to meet the requirements, specifications, terms and conditions of the procurement solicitation.
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of this procurement solicitation. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of this procurement solicitation.
3. Proposer proposes to furnish all labor, materials, supervision and any other services necessary to complete the project for the bid amount(s) listed on Exhibit C. The undersigned certifies that the amount(s) contained in Exhibit C have been carefully checked and are submitted as correct and final.
4. All statements, information, and representations prepared and submitted in response to this procurement solicitation are current, complete, true, and accurate. Proposer acknowledges that Arrowhead Center Inc. will rely on such statements, information, and representations in selecting the successful Proposer. Proposer shall be bound by all statements, representations, warranties, and guarantees made in its bid.
5. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
6. That all the requirements of this procurement solicitation have been read and understood, including any amendments/addenda. In addition, compliance with all requirements, terms and conditions will be assumed by Arrowhead Center In. if not otherwise noted in the bid.
7. The individual signing below has authority to submit this bid on behalf of Proposer.

PROJECT TITLE:	Arrowhead Park Soundstage Project		
PROPOSER NAME:			
AUTHORIZED SIGNATURE:			
PRINT NAME:			
TITLE:			
DATE:			
ADDRESS:			
CITY, STATE, ZIP CODE:			
PHONE:		FAX:	
EMAIL ADDRESS:			
WEBSITE URL:			

Exhibit "E"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

RFP No. 2025-01

RFP Name: Arrowhead Park Soundstage Project

This document shall be returned with RFP response.

- (1) I or We, _____ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
 - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
 - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit "F"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO: 2025-01

RFP Name: Arrowhead Park Soundstage Project

This document should be returned with RFP submittal.

Any prospective contractor seeking to enter into a contract with Arrowhead Center Inc. must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective 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 FIFTY DOLLARS (\$250.00) over the two (2) year period.

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

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means a 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.

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

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY Commissioners: Moises Morales, Brandon Bustos, and Alex Naranjo.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:		_____	
Contribution(s) Date(s)	Contribution Amount(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 (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit "G"

AIA Standard Form of Agreement between Owner and Design-Builder

RFP No. 2025-01

RFP Name: Arrowhead Park Soundstage Project