NEW MEXICO DEPARTMENT OF MILITARY AFFAIRS

REQUEST FOR PROPOSALS (RFP)

ARCHITECT - ENGINEER - LANDSCAPE ARCHITECT INSPECTION-COMMISSIONING SERVICES

GENERAL ARCHITECTURAL & ENGINEERING SERVICES STATEWIDE, NEW MEXICO



RFP #23-70500-23-00463

Release Date: September 01, 2022

Proposal Due Date & Time: October 04, 2022 3:00 PM

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I. INTRODUCTION

PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract for the purchase of On-Call Architectural Design and Engineering Design Professional Services based on the typical scopes of work described in this RFP. All potential Offerors are to read, understand and accept the requirements of this Request for Proposals.

BACKGROUND INFORMATION

It is the intent of the State of New Mexico, Department of Military Affairs (DMA), to apply sustainable development concepts in the planning, design, construction, environmental management, operation, maintenance and disposal of facilities and infrastructure projects, consistent with applicable laws and budget requirements. DMA provides professional guidance in the development of capital project outlay requests including generation of project scope and estimates of project costs. Architectural and Engineering services to include participation in design reviews, construction inspection and detailed evaluation of project drawings and specifications prior to release for bidding or proposing. DMA professional services will include facility condition assessments, system engineering, support and setting priorities for repairs, renovations and general construction. DMA has identified a need for general Architectural/Engineering and related consultant services to be provided on an as needed basis for a variety of projects throughout the state, to be identified by DMA as funding becomes available, and as specific needs are identified.

In 2010, the New Mexico Legislature enacted the Energy Efficiency Standards for Public Buildings. This act requires, for appropriations made after January 1, 2011, that new buildings, selected building additions, or selected building renovations be designed and constructed to attain the U.S. Environmental Protection Agency ENERGY STAR® qualification, or an alternative, equivalent standard specified by rule of the department.

SCOPE OF PROCUREMENT

DMA seeks proposals for Architectural and Engineering and related consultant services from qualified firms or individuals capable of providing Programming and Design Consultation, as needed. The successful firm(s) or individual(s) will work with DMA staff project managers, client agencies, their designated representatives, and construction managers in the area of Capital Improvements Program through on-call contracts.

The areas of expertise required to perform the professional services associated with this RFP include, but are not limited to, the following:

Architectural:

Architectural service contracts to be awarded will include but not necessarily be limited to full basic design services of the following phases:

- Programming (including studies, building condition assessments, master planning, site investigation, prioritization scheduling and design phase programming);
- Schematic Design (preliminary alternative materials and systems recommendations, including life

cycle maintenance briefing and feasibility of utilizing alternative energy sources);

- Design Development;
- Construction Documents;
- Value Engineering
- Bid Document preparation
- Bidding execution;
- Construction Administration;
- Commissioning
- Supervision, Inspection and Overhead (SIOH)
- Furniture, Fixture, and Equipment (FF&E);
- Project Closeout; and
- 11 Month Warranty Inspection.

Construction administration will include a minimum of weekly project site meetings and inspections. Project closeout services will include one design process analysis meeting to assess implementation of sustainable design and construction requirements into the project and review any lessons learned from the overall effort.

In addition, as-needed services may include, but are not limited to: deficiency investigations, LEED® consulting, Energy Star consulting, various alteration, remodel, retrofit, and new construction projects to improve facility infrastructure, buildings and building systems, design services for Job Order construction contracts, site and drainage improvements, and limited hourly services including, but not be limited to: cost estimates; cost and schedule analysis to include status of cost and schedule performance of projects; plan review to include review of construction drawings for maintainability and assess fitness with LEED and/or Energy Star objectives; feasibility studies; determining and drawing existing conditions; site investigations including geo-technical reports, topographical studies and hazardous materials studies; statutory and regulatory requirements support; data collection in support of DMA programs; general specifications; conference/meeting support assistance; and design and production of visual media products in support of the DMA mission.

If appropriate, the design and construction of any identified project shall conform to the Green Building Standards as defined by CFMO. The work shall integrate building materials and methods that promote environmental quality, economic vitality, and social benefit through the construction and operation of the built environment. The intent of any project is to create a built environment that provides the highest level possible of operational efficiency, as well as comfort and support for the building tenants and visitors. The project also must meet the energy efficiency standards mandated for State owned facilities.

Engineering and/or General Engineering:

The Engineer will be responsible for performing all professional Engineering services and/or subcontracting out services relative to, but not limited to:

- Water and Wastewater projects;
- Utilities Design Standards;
- Water Distributions;
- Master planning;
- Civil Engineering Design;

- Architectural Design;
- Construction administration (preparation of construction documents, including scheduling all work and inspections);
- Modeling;
- Stormwater management and public drainage,
- Environmental assessments;
- Structural evaluation and Design;
- Mechanical, Electrical and Plumbing (MEP):
- Geotechnical (soil investigation, laboratory testing, structural reports, plans and survey data);
- Geological reports;
- Hydrology Reports and investigation;
- Scoping reports, and
- Inspection reports of the proposed construction projects
- Commissioning
- Supervision, Inspection and Overhead (SIOH)
- Furniture, Fixture, and Equipment (FF&E);
- Project Closeout
- 11 Month Warranty Inspection
- Providing facility inspection and updating BUILDER
- Installation Energy and Water Plan (IWEP) inspections and reports
- Comprehensive Energy and Water Evaluation (CEWE) inspections and reports

Project-based services, including, but not limited to, Civil Engineering Design & Development, Planning, Building, Utility Infrastructure (Wastewater and Stormwater), and Geotechnical. The scope of this proposal will be to assist DMA in all aspects of the projects, including but not limited to adherence to the International Building Code; State and Federal Fire and Life safety requirements, Design, Planning, Construction Drawings, General Contractor bidding /selection, Construction Engineering, Surveying, and the regulations, laws, ordinances, and requirements of all governmental agencies and authorities that have jurisdiction over design criteria and environmental impact applicable to the project.

Implementation Procedures:

It is the intent of DMA to make multiple awards to qualified design professionals that span a wide range of disciplines, specialties, expertise, and geographic locations. Qualified firms or individuals will enter into single contracts for services on an as needed basis pursuant to Section 13-1-150 NMSA 1978. The proposed term of awarded contracts will not exceed (4) four years, and cannot exceed seven million five hundred thousand dollars (\$7,500,000) in fees over the term of the contract. Each project fee may not exceed six hundred fifty thousand dollars (\$650,000). Larger projects may be contracted separately. A project may not be divided to meet the limits of this contract.

During the term of the contract, each identified project will be presented to the successful Offeror (or Offerors) with a scope of work, schedule, and proposed fee as a "Work Order" (W/O). No work shall begin without a signed Work Order and approved Purchase Order. The State User Agency will provide program and operational support through all phases of any identified project. DMA will provide technical assistance and overall project management. DMA reserves the right to revise the scope of

work or the Maximum Allowable Construction Cost (MACC) for any identified project, and adjust the fee accordingly.

The successful Offeror (or Offerors) must agree that it may not be the sole successful Offeror providing Architectural Design or General Engineering and related services to DMA; and DMA at its sole discretion shall determine what work is assigned to the successful Offeror (or Offerors).

The actual amount available for work orders under this RFP is unknown. However, it is anticipated that three (3) to fifteen (15) projects, per year, will be identified over the 4-year term of the contract, depending on such factors as available funding, program authorization, and volume of demand for service. Award of an On-Call Contract as a result of this RFP does not guarantee any work being ordered under the resultant contract.

The work order fees on a specific project will be based upon the approved Architect/Engineer Rate Schedule as per New Mexico Administrative Code (NMAC) 1.5.18. DMA will negotiate the fee determined to be fair and reasonable for the scope of work. Article 6 (Part B) of Agreement between Owner and Design Professional defines reimbursable expenses. Normal travel expenses in connection with the project shall be included in basic services. Project specific reimbursables will be placed in Other Conditions or Services (Part A of the Agreement between Owner and Design Professional).

END OF SCOPE OF PROCUREMENT

II. CONDITIONS GOVERNING THE PROCUREMENT

A. PROCUREMENT MANAGER

Department of Military Affairs (DMA) will be responsible for the conduct of this procurement. The Procurement Manager is:

Name: Sandra Gonzales, Chief Procurement Officer

Address: Department of Military Affairs

47 Bataan Blvd, Bldg. #10 Santa Fe NM 87508

Telephone: (505) 231-9458

Email: Primary: DMA.Procurement@state.nm.us

Secondary: sandra.a.gonzales@state.nm.us

All inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact *ONLY* the Procurement Manager regarding this procurement.

B. SCHEDULE OF THE PROCUREMENT

The notional schedule for the procurement is as follows:

Action	Responsible Party	Tentative Due Dates
Issue RFP	DMA	Sept. 01, 2022
Pre-Proposal Conference	Agency	(Not Applicable)
Deadline to submit Questions	Potential Offerors	Sept. 15, 2022
		3:00 PM
Response to Written Questions	Procurement Manager	Sept. 21, 2022
		5:00 PM
Submission of Proposal	Potential Offerors	October 4, 2022
		NO LATER THAN
		3:00PM
Proposal Evaluation	Evaluation Committee	Oct. 5-7, 2022
Selection of Finalists	Evaluation Committee	Oct. 11-12, 2022
Best and Final Offers	Finalist Offerors	(Not Applicable)
Oral Presentation(s)	Finalist Offerors	(Not Applicable)
Finalize Contractual Agreements	Agency/Finalist Offerors	Oct. 21-26, 2022
Contract Awards	Agency/ Finalist Offerors	Nov 01, 2022
Protest Deadline	DMA	Nov 29, 2022

C. EXPLANATION OF SCHEDULE OF THE PROCUREMENT

Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Department of Military Affairs Division.

Acknowledgement of Receipt Form-

Potential Offers must e-mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, **APPENDIX** A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated & emailed to the Procurement Officer.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

Pre-Proposal Conference- Not Applicable

The Pre-Proposal Conference gives Offerors a chance to ask questions about the RFP and project in a public setting so that all potential Offerors receive the same information. All questions must be submitted in writing to the Procurement Manager.

While potential Offerors are encouraged to submit written questions in advance of the Pre-Proposal Conference, additional written questions may also be submitted at the Pre-Proposal Conference.

A public log will be kept of the names of potential Offerors who attended the Pre-Proposal Conference.

Deadline to Submit Written Questions - Written questions are encouraged by Offerors to clarify certain items in this RFP. Offerors may submit written questions from the date the RFP is issued until the deadline date to submit written questions indicated in the Schedule of the Procurement (see Section II B) to the Procurement Manager (see Section II A).

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00pm Mountain Standard Time/Daylight Time as indicated in the Schedule of the Procurement. All written questions must be addressed to the Procurement Manager (see Section II A).

The identity of the organization submitting the written questions will not be revealed.

Response to Written Ouestions

Responses to written questions will be posted by the date indicated in the Schedule of the Procurement (see Section II B).

These written responses will be emailed to Offerors who properly submit Acknowledgement of Receipt Form to: DMA.Procurement@state.nm.us

RFP Amendments - If amendments are deemed necessary, they will be emailed to Offerors who properly submit Acknowledgement of Receipt Form to: DMA.Procurement@state.nm.us .

Submission of Proposal - Proposals must be addressed and delivered to the Procurement Manager no later than the time shown in Section IIB.

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP project name and the RFP number titled on cover page of this RFP.

Proposals received after the indicated deadline date and time for this RFP will not be accepted.

The date and time of receipt will be recorded on all proposals.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the Contract is awarded, pursuant to this Request for Proposals, and has been fully executed.

Contract Awards - After review of the Evaluation Committee Report and the signed Contract, DMA will award the Contract as indicated in the Schedule of the Procurement (see Section II B) or as soon as possible thereafter. This date is subject to change at the discretion of DMA.

The Contract shall be awarded to the Offeror whose proposal is the most advantageous to the State of New Mexico and DMA, taking into consideration the weighted evaluation factors set forth in this RFP. The award is subject to State approval.

Number of Responses

Offerors shall submit only one proposal in response to this RFP.

Number of copies

Offerors should deliver:

One (1) ORIGINAL and five (5) copy of Volume 1 & 2: ORIGINAL and COPY shall be in separate labeled binders; all confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal.

TWO (2) electronic version/copy on a CD or USB flash drive of the proposal containing the Volumes 1 & 2 in separate files. All Confidential Information shall be clearly identified and segregated on the electronic version mirroring the hard copy submitted.

Any proposal that does not adhere to the requirements of Section IV, Response Format and Organization, may be deemed non-responsive and rejected on that basis.

D. GENERAL CONDITIONS OF THIS RFP

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal in **APPENDIX F.** Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section VI of this RFP.

2. Incurring Cost

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

3. 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 State agency entering into a Contractual agreement with a vendor will make payments to only the prime Contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime Contractor shall be wholly responsible for the entire performance of the Contractual agreement whether or not subcontractors are used. Additionally, the prime Contractor must receive approval, in writing, from the agency awarding any resultant Contract, before any subcontractor is used during the term of this agreement.

5. Consultants

Since the award is made on a quality-based evaluation process, replacement of consultants after award of and prior to the contract execution may cause the Offeror to be disqualified.

6. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

7. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

8. Proposal Offer Firm

Responses to this RFP, including proposal for services, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals or one hundred twenty (120) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

9. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and the awards are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirement:

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is restricted to:

- confidential financial information concerning the Offeror's organization; including banking and bonding information
- data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.

• PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation

This RFP in no manner obligates DMA to the use of any Offeror's services until a valid written Contract is awarded and approved by appropriate authorities.

11. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico. Sufficient Appropriation: Any Contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the Contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. 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.

14. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The Contract between an agency and a Contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the **Sample Contract (which can be found in Appendix C)**. However, the Contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP Sample Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant Contract. The Agency discourages exceptions from the Contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Offeror's Terms and Conditions: Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a Contract negotiated with the Agency.

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

16. Offeror Qualifications

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. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

17. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals 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 Evaluation Committee.

18. Change in Contractor Representatives

The Agency reserves the right to require a change in Contractor representatives if the assigned representative(s) is/are not, in the opinion of the Agency, adequately meeting the needs of the Agency. Any personnel changes made by the General Contractor will need to be approved by the agency. Offeror will present a qualification statement for approval.

19. Notice of Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

20. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

21. Right to Publish

Throughout the duration of this procurement process and Contract term, Offerors and Contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency Contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the Contract.

22. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

23. 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 Agency. 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 the procuring Agency's written permission.

24. Electronic mail address required

All communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

25. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico&tap=PHX

26. New Mexico Employees Health Coverage

Offeror must complete, sign, and return the NM Employees Health Coverage Verification Form, **APPENDIX E**, as a part of their proposal

a. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the Contract, Offeror must agree to have in place, and agree to maintain for the term of the Contract, health insurance for those employees if the expected annual value in the aggregate of any and all Contracts between Contractor and the State exceed \$250,000 dollars.

- b. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- c. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://www.insurenewmexico.state.nm.us/.
- d. For Indefinite Quantity, Indefinite Delivery Contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, **APPENDIX B**, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

28. Disclosure Regarding Responsibility

- a. Any prospective Contractor and any of its Principals who enter into a Contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - 1) is presently debarred, suspended, proposed for debarment, or declared ineligible for award of Contract by any federal entity, state agency or local public body;
 - 2) within a three-year period preceding this offer, has been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) Contract or subcontract:
 - b) violation of Federal or state antitrust statutes related to the submission of offers; or
 - c) the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - 3) is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - 4) preceding this offer, has been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c) Have within a three year period preceding this offer, had one or more Contracts terminated for default by any federal or state agency or local public body.
 - a. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

- b. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- c. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 10 of this Agreement.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- e. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the Contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved Contract for cause. Still further the State Purchasing Agent or Central Purchasing officer from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Office.

E. PROPOSAL DELIVERY

All deliveries of proposals must be sent electronically to **DMA.Procurement@state.nm.us** and will reference the RFP number.

The date and time of receipt will be recorded on all proposals according to the time they were received via e-mail. A public log will be kept by the DMA Agent of the names of all Offer organizations that submitted proposals.

F. SUBMITTING AN ELECTRONIC PROPOSAL

Proposals are to be submitted via e-mail to: DMA.Procurement@state.nm.us.

G. PROTESTS

Protests of the solicitation or award must be delivered electronically to DMA.Procurement@state.nm.us and will reference the RFP number.

Protests must be submitted in accordance with 13-1-172 NMSA 1978. Protests received after the deadline will not be accepted.

H. PROCUREMENT LIBRARY

An on-line procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document

through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The items listed below can be accessed through our website.

Procurement Regulations and Request for Proposal – RFP instructions: https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx

III. COMMON FORMS REQUIRED FOR THIS RFP

There are various required forms referenced for utilization and completion for this RFP (listed below <u>and</u> in the Section VI. Response Format and Organization). The Reference Site listed below may offer more information to provide of their requirements. These forms can be accessed through our website.

Form	Reference Site	Applicable NMSA 1978 Statute(s)
Acknowledgement of	Not Applicable	
Receipt		
New Mexico Campaign	See APPENDIX B	13-1-28; 13-1-181;
Contribution Disclosure		13-181; 13-1-191.1
New Mexico Employees	See APPENDIX E	Executive Order
Health Coverage	https://bewellnm.com	2007-049
Letter of Transmittal	See APPENDIX F	
New Mexico Resident	http://www.tax.newmexico.gov/Businesses/in-state-	13-1-21; 13-1-22
Veteran's Preference	veteran-preference-certification.aspx	
	See APPENDIX H	

IV. RESPONSE FORMAT AND ORGANIZATION

All proposals must be submitted as follows:

Standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and organized with tabs delineating each section. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty (20) numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics.

Material excluded from the twenty (20) page maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Letter of Transmittal
- Tables of Contents page (one page maximum) (number as page i)
- Resumes
- Certificate(s) of insurance
- Project Listing Form
- Consultant Data Sheet
- Campaign Contribution Disclosure Form
- Employee Health Coverage Form
- Affidavit pursuant to Governmental Conduct Act (If applies)
- Resident Vendor or Resident Veteran Certificate (If applies)
- Resident Veterans Preference Certification (If applies)
- Conflict of Interest Affidavit (If applies)

1. Proposal Content and Organization

All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a) Signed Letter of Transmittal
- b) Table of Contents
- c)Proposal Summary (Optional)
- d) Response to Specifications (tabbed or indexed in the same order as the specifications, see section IV)
- e) Certificate of Insurance
- f) Project Listing Form
- g) Consultant Data Sheet(s)
- h) Response to DMA Standard Agreement Between Owner and Design Professional Terms and Conditions
- i) Offeror's Additional Terms and Conditions
- j) Campaign Contribution Form
- k) Signed Employee Health Coverage Form
- 1) Signed Affidavit pursuant to Governmental Conduct Act (If applies)
- m) Resident Vendor or Resident Veteran Certificate (If applies)
- n) Resident Veterans Preference Certification (If applies)
- o) Conflict of Interest Affidavit (If applies)
- p) Other Supporting Material (Optional)

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. TECHNICAL SPECIFICATIONS

1. Specialized Design

Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

2. Evidence of Understanding of Scope of Work

Evidence of understanding of scope of work, the site, and existing conditions.

3. Capacity and Capability

Capacity and capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations.

4. Past Record of Performance

Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules.

5. Proximity

Proximity to or familiarity with the area in which the project is located.

6. New Mexico Preference New Mexico Preference for in-state businesses.

7. Volume of Work

The volume of work previously done by the entity requesting proposals which is not 75% complete with respect to basic professional design services with the objective of effecting an equitable distribution of contracts among qualified business and of assuring that the interest of the public in having available a substantial number of qualified business is protected; provided, however, that the principle of selection of the most highly qualified business is not violated.

8. Oral Presentation (Not Applicable)

If selected as a finalist, Offerors **must** agree to provide the Selection Committee the opportunity to interview proposed staff members identified by the Selection Committee, at the option of the Agency. The Selection Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Selection Committee to ask questions and seek clarifications. **A statement of concurrence must be submitted in the Offerors proposal.**

B. BUSINESS SPECIFICATIONS

1. Resident Business or Resident Veterans Preference

To be awarded the points Offerors must include a copy of their preference certificate in this section. In addition for resident Veterans Preference the attached certification Form **APPENDIX H** must accompany any RFP and any business wishing to receive the preference must complete and sign the form.

2. Errors and Omissions Insurance Certificate

Minimum Requirements - Article 11 of the Agreement Between Owner and Design Professional requires a minimum of \$500,000 per occurrence and in the aggregate. Please refer to the Agreement for actual requirements. With this proposal submit a Certificate of Insurance showing current coverage equal to or greater than what is required in this RFP. Additional amounts will be incorporated into Other Conditions or Services (Part A) of Agreement Between Owner and Design Professional. Because of the complexity of this project additional Errors and Omissions insurance is required in the amount shown below. This amount will be in addition to what is required in Article 11. Additional Errors and Omissions: \$0

3. Letter of Transmittal Form

The Offeror's proposal must be accompanied by the Letter of Transmittal Form **APPENDIX F.** The form must be completed and must be signed by the person authorized to obligate the company. Minor errors on this form may be overlooked by the Selection Committee if it does not impact the evaluation of the qualifications of the Offeror. The transmittal letter MUST contain the following: Identify the submitting business entity.

- a. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- b. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the Contract on behalf of the organization (if different than (2) above).
- c. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- d. Submit the Offerors organization and any sub tiers organization of employees and positions that includes resumes for each employee (working on the project) referencing his/hers qualifications
- e. Identify sub-Contractors (if any) anticipated to be utilized in the performance of any resultant Contract award.
- f. Describe the relationship with any other entity which will be used in the performance of this awarded Contract
- g. Identify the following with a check mark and signature where required:
 - Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. D.1;
 - 2) Acceptance of Section V of this RFP; and
 - 3) Acknowledge receipt of any and all amendments to this RFP. Must be signed by the person identified in section b. above.
- h. Response to Contract Terms and Conditions
- i. Offeror's Additional Terms and Conditions

4. Campaign Contribution Disclosure Form

The Offeror **must** complete unaltered Campaign Contribution Disclosure Form and submit a signed copy with their proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

5. Employee Health Coverage Form

The Offeror **must** agree with the terms as indicated in **APPENDIX** E. The unaltered form **must** be completed and must be signed by the person authorized to obligate the company.

VI. EVALUATION FACTORS

1. Evaluation point summary

The following is a summary of evaluation factors with point values assigned to each that was provided in Section V, Evaluation Factors of this RFP.

	<u>Factor</u>	Points Available
A	Technical Specifications	
A(1)	Specialized Design	300
A(2)	Evidence of Understanding of Scope of Work	150
A(3)	Capacity and Capability	200
A(4)	Past Record of Performance	250
A(5)	Proximity	100
A(6)	Volume of Work (deduct)	0 to -50
A(7)	Oral Presentation	(Not Applicable)
В	Business Specifications	
B(1)	Errors and Omissions	Pass/Fail
B(2)	Letter of Transmittal	Pass/Fail
B(3)	Campaign Contribution Disclosure Form	Pass/Fail
B(4)	Employee Health Coverage Form	Pass/Fail
B(5)	Conflict of Interest; Governmental Conduct Act Form	Pass/Fail
TOTA	AL .	1,000 points
NM R	esident + Veterans Business Preference (0/50/100 pts)	Bonus = 0-100 points

2. Evaluation factors

A brief explanation of each evaluation factor is listed below. Information in one factor category may overlap information in other factor categories. Offerors are encouraged to fully address each factor completely, as points are assigned for responses to each. Responses to the RFP, shall include information and past project experiences specific to the team submitting the proposal.

A (1) Specialized Design (350 Points)

- Vision/mission and business philosophy.
- Brief history of projects in New Mexico.
- Briefly describe relevant experience of the Offeror's team in the following areas. List each party's involvement.
 - a. Prior work performed on an as needed basis for public or private entities
 - b. Life Cycle Costing
 - c. Leadership in Energy and Environmental Design (LEED)
 - d. Project and Construction Management
 - e. System Design (specify)
 - f. Structural Repairs
 - g. Construction Contract Administration and Observation
 - h. Mechanical Upgrades and Replacements
- List various completed project types, particularly those accomplished under an as needed contract, include size, complexity, budget, and schedule where the Offeror's firm was Architect of Record. The listed projects must demonstrate that the firm, through previously completed work, has developed expertise to provide design through construction administration phase services as required for this project.
- Fill out the attached Consultant Data Sheet (Appendix J) for each firm on the team.

A (2) Evidence of Understanding of Scope of Work (150 Points)

- Describe your proposed approach to managing a project expertly and efficiently, including distribution of tasks, travel, and duration of which staff will be on site during what periods of time, etc.
- Describe what approach you will take to quality assurance and control.
- Describe your procedure for recording, storing and retrieving drawings, specifications and other records.
- Describe what you will do to foster teamwork and cooperation from contractors and sub consultants and what you will do to minimize adversarial relationships.
- Please explain any past project difficulties and how the Offeror handled these issues.

A (3) Capacity and Capability (200 Points)

- Substantiate how your team can most effectively undertake responsibilities associated with a potential project
- Indicate key personnel to be assigned to this project, their specific roles, experience, background, and Professional Seal/Certificate Number.
- Clearly identify the lines of authority, coordination, and limits of capacity for each member of the team
- Identify essential management functions and how these functions are effectively integrated during each phase of the project.
- Delineate the role of the Sub-consultants.
- Indicate relationship of the firm's/project team's current work load to the projected workload of this project, and personnel in the New Mexico office.

A (4) Past Record of Performance (200 Points)

- Project data may be included under Specialized Design tab.
- Budget Methodology/Cost Control: Define how estimates of probable construction cost are established and maintained with respect to the Owner's original budget; how constructability, other recommendations, value engineering, and other design phase cost controls will be utilized; and how Change Orders and other potential add-costs during the construction will be controlled. For each example project listed in paragraph 1.A (1) above, list original construction cost budget per the consultants' agreement, actual bid amount (including accepted additive alternates), and the final construction amount.
- Quality Control Methodology: For the example project listed in paragraph 1.A (1) above, define how the projects were designed for durability and maintainability. Define whether and how these projects actually benefitted by improved energy efficiency through use of an integrated design process, life cycle costing, and the specification of energy efficient materials, systems, and equipment.
- Schedule Control: For each example project listed in paragraph 1.A (1) above, define the original agreement schedule by listing Design Start Date, Bid Date, Construction Start Date, Substantial Completion Date, and Final Completion Date. Compare these contractual dates with actual respective dates. Explain any differentials between original and actual project schedule milestones. Summarize your firm's Schedule Control process.
- Client references: For each sample project in paragraph 1.A (1) above, provide the name and current phone number of the Owner's Project Manager. A higher evaluation weighting shall apply to those Offerors providing letters of recommendations for the listed projects.
- Field Change Order Occurrence Rate (tied to design deficiencies): List by project name, original contract amount, and Change Order amount.

A (5) Proximity (10 Points)

- Indicate the proximity of the Offeror's (and Sub-consultants') office as they apply to the entire State of New Mexico, and your related ability to efficiently respond to all issues associated with a potential project.
- Define the team's familiarity of the project area and its knowledge of the local labor and materials markets

A (6) Volume of Work (5 Points deducted)

Using the "Project Listing Form" indicate the status of past projects awarded by the Architect/Engineer Selection Committee, through this RFP process to the Project Team.

The following point deduction formula will be used for projects less than 75% complete.

Combined Total Fees	Points Deducted
Less than \$75,000	0 points
\$75,000 - \$100,000	1 point
\$100,000 - \$150,000	2 points
\$150,000 - \$200,000	3 points
\$200,000 - \$250,000	4 points
Greater than \$250,000	5 points

The following point deduction formula will be used for On-Call Work Orders issued and not completed.

Combined Total Fees	Points Deducted
Less than \$100,000	3 points
\$100,000 - \$150,000	4 points
Greater than \$150,000	5 points

A (8) Oral Presentation (Not Applicable)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. (If no Oral Presentations are required Offerors will receive the total points)

B (1) Errors and Omissions Insurance Certificate (Pass/Fail)

Pass/Fail only. No points assigned.

B (2) Letter of Transmittal (Pass/Fail)

Pass/Fail only. No points assigned.

B (3) Campaign Contribution Disclosure Form (Pass/Fail)

Pass/Fail only. No points assigned.

B (4) Employee Health Coverage Form (Pass/Fail)

Pass/Fail only. No points assigned.

B (5) Conflict of Interest; Governmental Conduct Act Affidavit (APPENDIX J)

New Mexico Preference (Bonus Points)

• Submit a copy of a valid resident business certificate or valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department.

- For a joint proposal submitted by both resident and nonresident Offeror, also provide the percentage of the work produced or performed by the nonresident firm.
- New Mexico Resident Business Preference: If the Offeror has provided a copy of their Preference Certificate, the Preference Points for a New Mexico Resident Business is 5% of the total possible points.
- New Mexico Resident Veteran Business Preference: If the Offeror has provided a copy of their Preference Certificate, the Preference Points for a New Mexico Resident Veteran Business is 10% of the total possible points.

VII. EVALUATION PROCESS

- 1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- **2.** The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.6.
- **3.** The Selection Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
- 4. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Offerors with the highest scores will be selected finalist Offerors based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the state, taking into consideration the evaluation factors in Section V, will be recommended for selection to the state, as specified in Section II, Paragraph B.9. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

VIII. TERMINOLOGY

DEFINITION OF TERMINOLOGY

This paragraph contains definitions and meanings that are used throughout this Request for Qualifications Based Proposals (RFP), including appropriate abbreviations.

"Architect" means a member of the Design Team who is a New Mexico licensed architect and is responsible for the architectural services.

"Contract" An agreement between a state agency (the Owner) and a firm for the work covered by this RFP.

"Determination" The written documentation of a decision made by the Selection Committee or a Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"General Provisions" The terms "can", "may", "should", "preferably", or "prefers" identifies a desirable or discretionary item of the RFP. Failure to comply with such an item will not result in the rejection of the Offeror's proposal.

"General Services Department (GSD)" is the cabinet level agency with responsibility for the DMA.

"Joint Practices Board" is the Architect, Engineer, Surveyor, and Landscape Architect Joint Practices Board, which has statutory membership on the Selection Committee.

"LEED®" (Leadership in Energy and Environmental Design) Green Building Rating System® is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings, created and administered by the U.S. Green Building Council.

"MACC- design build definition" The maximum allowable construction cost as defined in 1 NMAC 5.7 which may include the estimated construction cost, the cost of design, gross receipts tax, utility connection fees, site development costs, built in equipment and furnishings, and a maximum contingency allowance of ten percent (10 percent), but excludes the cost of land, the cost of financing, and the costs required to operate and conduct business in the facility.

"Mandatory Requirements" The terms "must," "shall," "will," "is required," or "are required" identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor shall result in the rejection of the Offeror's proposal. Rejection of the proposal will be subject to review by the Selection Committee and a final decision on rejection will be made by the DMA Director.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP, with the intent of providing design/build services for this project.

"Owner" as defined in the Agreement Between Owner and Design/Builder shall be the Facilities Management Division of the New Mexico General Services Department

"Owner's Team" is comprised of Facilities Management Division and others in the General Services Department, a Project Manager, Legislative Council Services staff, and the Owner's consultant.

DMA, General Services Department. For the purposes of Section 13-1-120(B) (6), NMSA 1978, and the Evaluation Criteria and the Project Listing Form, the DMA is the entity requesting proposals.

"Project Team" All members of the firm, including consultants who will be responsible for the completion of the project.

"Proposal" is the Offeror's phased response to this RFP.

"Request for Qualifications Based Proposals" or "RFP" This document, any attachments incorporated by reference, and any amendments issued for use in soliciting proposals for this project.

"Responsive Offer" or "Responsive Proposal" An offer or proposal which conforms in all material respects to the requirements set forth in the RFP as determined by the Selection Committee. Material respects of an RFP include, but are not limited to quality, quantity or delivery requirements.

"Selection" A formal written notice by the chair of the Selection Committee that a firm has been selected to enter into a contract for services.

"Selection Committee " A body constituted in accordance with Section 13-1-121 NMSA 1978 to evaluate proposals and make selection recommendation and or selection. The Selection Committee consists of four members. The Selection Committee is composed of 1.) the director of the Facilities Management Division of the General Services Department who shall be chairman; 2.) one member of the agency for which the project is being designed; 3.) one member designated by the architect-engineer-landscape architect joint practice committee; and 4.) one member designated by the secretary.

"Technical Irregularities" are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Selection Committee may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to:

- a) Submit the number of signed proposals required by the RFP
- b) Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or
- c) Acknowledge receipt of an amendment to the RFP, but only if: a) it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality or quantity.

X. APPENDIXES

APPENDIXES TO FOLLOW:

Appendix A – Intentionally Left Blank

Appendix B - Campaign Contribution Form

Appendix C – Sample Contract

Appendix D – Intentionally left blank

Appendix E – New Mexico Employees Health Coverage

Appendix F – Letter of Transmittal Form

Appendix G – Intentionally Left Blank

Appendix H – Resident Veterans Preference Certification

Appendix I – Project Listing Form

Appendix J – Conflict of Interest Affidavit

Appendix K - Consultant Data Sheet

APPENDIX A

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APPENDIX 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.

Note: A prospective contractor shall make **separate** disclosures of all campaign contributions given by (1) the prospective contractor, or (2) a family member or (3) representative of the prospective contractor, or shall complete the non-disclosure statement, as applicable.

DISCLOSURE OF CONTRIBUTIONS:

DIOOLOGGIAL	OI CONTINIDOTIO	<u> </u>		
Contribution Mad	е Ву:			
Relation to Prosp	ective Contractor:			
Name of Applicab	lame of Applicable Public Official:		Governor	
Contribution(s) Contribution Amount(s):		Nature of	f Contribution(s):	Purpose of Contribution(s):
	\$			
	\$			
	\$			
	\$			
	\$			
(Attach extra p	ages if necessary)			
Signature:				Date:
Title/Position:				
			OR—	
				HUNDRED FIFTY DOLLARS member or representative.
Signature:				Date:
Title/Position:				

APPENDIX C DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

APPENDIX C

AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

2010 EDITION, VERSION 1.0, Part A of two parts

(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.)

Project (short title): Location:	Contract No.: RFP No.: 23-70500-23-00463
Tas San Tas Sa	Distribution to: Owner Design Professional GSD/CRB Contracts
This Agreement entered into this day	y of, 20 , by and between:
Anna Silva, Director	THE Architect Engineer:
Department of Military Affairs (DMA) 47 Bataan Blvd., Bldg. #10 Santa Fe, New Mexico 87508 Hereinafter "Owner"; and	Contact NAME Company name MAILING/STREET ADDRESS CITY, STATE, ZIP CODE TELEPHONE: FAX:
	Hereinafter "Design Professional."

OTHER: Professional and technical services shall be provided by the Design Professional, through the individual Project Design Professional, NAME, whose New Mexico Design Professional's seal and certificate number is **NUMBER**.

The User Agency is DEPARTMENT OR AGENCY; the User Representative is NAME OF REPRESENTATIVE AND CONTACT INFORMATION.

RECITALS

WHEREAS, the Design Professional was selected pursuant to the Architect, Engineer, Landscape Architect, and Surveyor Selection Committee pursuant to Sections 13-1-120 through 13-1-124 NMSA 1978; and

WHEREAS, the Owner is authorized to enter into a contract to design and construct the Project pursuant to Sections 15-3B-4(10), 15-3B-6, and 15-3B-17 NMSA 1978; and

WHEREAS, the Owner must hire a registered Design Professional of New Mexico whenever any public work involves architectural services, pursuant to Section 61-15-9 (A), NMSA 1978, or engineering and surveying services, pursuant to Section 61-23-26, NMSA 1978; and

WHEREAS, the Design Professional hereby represents that it employs the named Project Design Professional, and that such Project Design Professional is a registered Design Professional of New Mexico; and

WHEREAS, the Owner agrees to hire the Design Professional, and the Design Professional agrees to provide professional and technical services as required hereinafter for the Project in accordance with the terms and conditions set forth in this Agreement.

PROJECT

EXTENT OF AGREEMENT AND SCOPE OF WORK. This Agreement includes the provisions of the **Request for Proposals for Design Professional Services, PROJECT TITLE; RFP Number:**, the Design Professional's proposal, and all documents attached thereto and all of which are hereby incorporated by reference as a part of this Agreement as if fully set forth herein. In case of conflict, the documents supersede each other in accordance with the following hierarchy: codes and applicable law, the body of this Agreement, and attachments to this Agreement.

The scope of work shall include, but not be limited to the basic services prescribed in Article 2 (Part B of Agreement) and:

(FILL IN DESCRIPTION OF PROJECT HERE) be specific if project does or does not include fixtures, furnishings and equipment [medical, laboratory, A/V, IT, Special Systems] in the MACC)

The design and construction of the project shall provide for ease of maintenance and the ability to repair all major installed equipment on the basis set forth in Article 12 (Part B of Agreement), and shall conform to Exhibit D Property Control Division Green Building Standards.

(Choose one of the following, remove if not used.

Maximum Allowable Construction Cost (MACC) shall not exceed:

[WORDS] dollars and no cents (\$XXX)

or

The MACC shall be established in the Programming or Schematic Design phases of this project.

DMA reserves the right to revise the scope of work or the MACC for this project, and adjust the fee accordingly.

End of Scope of Work

COMPENSATION & SCHEDULE

PART A OF AGREEMENT

ALLOWABLE FEES:	
On the Basis of a Fixed Fee of XXX% of MACC (n.i.c. GRT)	\$ 0.00
Additional Services	0.00
Consultant Services	0.00
Total Basic Compensation	\$ 0.00
Plus all applicable gross receipts taxes @ XXXX% (Location)	0.00
Total Reimbursable	\$ 0.00
Total Contract Sum (Phase, if applicable)	\$ 00.00
(If not used, please remove) The Design Professional is authorized to proceed through the completion of the The Fee is limited to (\$), until a contract amendment is executed.	
Programming 10%	\$ 0.00
Schematic Phase 15%	\$ 0.00
Design Development Phase 20%	\$ 0.00
Construction Documents 25%	\$ 0.00
Bidding or Negotiation 3%	\$ 0.00
Construction Administration 22%	\$ 0.00
Close-Out, Final and Acceptance 3%	\$ 0.00
11-Month post Substantial Completion Inspection and Report 2%	\$ 0.00
TOTAL Basic Compensation (100%)	\$ 0.00
Total Reimbursable	\$ 0.00
Total Contract Sum (Phase, if applicable)	\$ 00.00

(If not used, please remove)

The maximum amount to be paid for the duration of this Agreement shall not exceed (\$) including, but not limited to, total compensation, reimbursables and gross receipts taxes, as per Article 13 (Part B of Agreement).

CONDITIONS OR SERVICES PART A OF AGREEMENT

GENERAL CONDITIONS OF THE AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL 2010 Edition, Version 1.0

PART B TO THIS AGREEMENT pages 7 through 37 are FULLY AND INSEPERABLY A PART OF THIS AGREEMENT

OTHER CONDITIONS OR SERVICES

- **1. Furnishings.** (*If not used, please remove*) (If furnishings are in MACC, then expectation for services must be included here)
- 2. Reimbursables. (If not used, please remove; be sure to consider NMGRT future increases)
- **3.** Travel. (Normal travel expenses in connection with the project are included in basic services). *If not used, please remove.)*
- **4.** Life Cycle Cost Analysis. (If not used, please remove) (Include proposed cost of more extensive LCCA services requested by Owner and exceeding those necessary to provide the basic LCCA described in Article 12 (Part B of Agreement).
- **5. Insurance.** *(If not used, please remove)* (The required coverage is stated in the Agreement. If project funding increases or the potential for liability exposure is more or is less than the limit stated in the Agreement, then specify the limit of professional liability for the project.)
- 6. (If not used, please remove)

END OF OTHER CONDITIONS OR SERVICES

PROFESSIONAL SERVICES AGREEMENT SIGNATURE PAGE PART A OF AGREEMENT

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY			
General Counsel, DMA AGREED	By:	Date:	
DESIGN PROFESSIONAL	By: NM Seal & Certificate Number: NM Tax ID No.: Federal ID No.:	Date:	
	DEPARTMENT: The records of the Department gross receipts and compensating taxes under the ab	ove New Mexico Tax ID	
	By:	Date:	
APPROVED			
OWNER:			
G9 Project Management Head	By:	Date:	
Chief Financial Officer, DMA	Ву:	Date:	
BG Miguel Aguilar	By:	Date:	
	Title:	Date:	
STATE PURCHASING DIVIS	ION		
Management & Contract Review Bureau	By:	Date:	

APPENDIX D



WORK ORDER

((This Work Order is an extension of the Contract and its Scope of Work) Department of Military Affairs

WORK ORDER TITLE:		Distribu	ıtion:
Building, , NM			NER
CONTRACT NO:	WORK ORDER NO:		OVIDER NTRACTOR:
PROVIDER NAME CONTRACT EXPIRATION DATE:			
PROJECT NO:	INITIATION DATE:		
PROVIDER:			
	Contract Cost Ceiling:		\$2,000,000
Name	Contract Amount Previously Commi	tted:	\$
Address	Cost Ceiling for this Work Or	rder	\$
City, State Zip	Remaining Contract Amount:		\$
Telephone: xxx-xxx-xxxx	-		
Fax: xxx-xxx-xxxx			

SUMMARIZED SCOPE OF WORK (Provide schedule, deliverables, etc. Use additional pages as needed and attach fee schedule identifying each deliverable and their quantity).

REVIEWED Project Management, DMA	Ву:	Date:
, DMA	Ву:	Date:
AGREED: Provider:	By:	Date:
	Federal Tax Id No.: xx-xxxxxxx N	M Tax Id No.: xxxxxxxxxx

WORK ORDER	
CONTINUATION PAGE	

WORK ORDER TITLE:	
CONTRACT NO:	WORK ORDER NO:

ITEMIZED PROPOSAL

PROVIDER'S PAY REQUEST

Work Order Title:		Work Order No.:
Project Manager		Contract No.:
Provider:	Date:	Statement No.:

Basic Services	Contract Sum	Percentage Completed	Completed to Date	Less Prev. Request	Current Request	Revision (DMA)
	\$	%	\$	\$	\$	
		%	\$	\$		
	\$	%	\$	\$	\$ \$ \$ \$ \$	
	\$	%	\$	\$	\$	
	\$	%	\$	\$	\$	
	\$	%	\$	\$ \$ \$ \$	\$	
	\$	%	\$ \$	\$	\$	
	\$	%	\$	\$	\$	
	\$			·	·	
	\$					
	\$					
	\$		\$	\$	\$	
	\$		\$	\$	\$	
Subtotal	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		·	·	,	
CONTRACT	\$	%	\$	\$	\$	
CHANGES	_			_	_	
Additional Services	\$	%	\$	\$	\$	
Amend. #1-(Description) Amend. #2-(Description)	\$	%	\$	\$	\$	
Subtotal	\$					
TOTAL CONTRACT SUM TO DATE	\$*	%	\$	\$	\$	
TOTAL AMOUNT DUE	\$	%	\$	\$	\$	

CERTIFICATION:

I do hereby certify that the work described herein has been performed and that no previous payment for the Total Amount Due, as shown above, has been received.

<i>SIGNATURE</i>	DATE	•

DEPARTMENT OF MILITARY AFFAIRS

PROJECT NAME:
CONTRACT NO.:

PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

A copy of the PROVIDER's Professional Liability Insurance Certificate shall be attached hereto.

DEPARTMENT OF MILITARY AFFAIRS

PROJECT NAME: NA CONTRACT NO.:

PROJECT NO.: NA

LIST OF SUBCONTRACTORS/PROVIDERS

Mechanical & Electrical Inspections:	
Phone: ()	Fax: ()
Testing Lab: NA	
Phone: ()	Fax: ()
OTHER: (List)	
Phone: ()	Fax: ()
OTHER: (List)	
Phone: ()	Fax: ()
- none. ()	

EXHIBIT D

DEPARTMENT OF MILITARY AFFAIRS

A copy of the Provider's Fee Schedule shall be attached hereto.

APPENDIX E

New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information https://bewellnm.com.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

APPENDIX F

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! <u>DO NOT LEAVE ANY ITEM BLANK!</u> (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 23-70500-23-00463

	KIT	#. <u>25-70300-25-00403</u>	
1. Identify the	e following information for the	submitting organization:	
Offeror Nam			
Mailing Add	ress		
Telephone			
FED ID#			
NM CRS#			
	e individual(s) authorized by th rify/respond to queries on beha		ractually obligate, (B) negotiate,
	A	В	С
	Contractually Obligate	Negotiate*	Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			
(Attach extra s	wing subcontractors will be used heets, as needed) ny relationship with any entity		
subcontractor		ich will be used in the perf	formance of any resultant contract.
(Attach extra sl	heets, as needed)		
 On behathe Pro I concursection 	nis form, and explicitly acknown half of the submitting-organization ocurement, as required in Section	ledges the following: on identified in item #1, about II.C.1. of this RFP; all constitutes acceptance of the	•
			, 20Authorized
Signature and	Date (Must be signed by the i	ndividual identified in ite	m #3.A, above.)

APPENDIX G

Intentionally Left Blank

APPENDIX H

Certificate from NM Taxation and Revenue Department to be attached (If Applicable)

APPENDIX I

Project Listing Form

PROJECT LISTING FORM

(Complete for Offeror and each Consultant) (Use separate sheet for each Firm of Project Team)

Date: _____

1.	Project Directly Awarded to Firm	Award Date	Contract Date	Amount	% Complete
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.			_		
	TOTAL FEES				

Notes:

Firm:

- 1. See definitions for calculation of "75% Complete". If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
- 2. Fees do not include reimbursable expense, which include: travel, per diem, printing, telephone or reproduction cost.
- 3. Federal funds shall be included in project calculation pursuant to 13-1-120B(6).
- 4. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within 6 months of written notice, shall not be considered an award for the purposes of this Project Listing Form.
- 5. Contact the Procurement Manager if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

APPENDIX J

AFFIDAVIT

STAT	E OF NEW MEXICO) ss.		
COUN	NTY OF SANTA FE)		
I,follow	ving: (n	ame), being first duly sv	worn upon my oath, depose and state the
1.	I am a former employee of theseparated/retired (circle one) from sta	ate employment as of _	_ (name of Department/Agency), having (date).
2.	a current employee or legislator with a current employee or legislator of the Agreement pursuant to Sections 10-1	member (spouse, paren the state. Being a curre e state, I hereby certify t 6-7 or 10-16-9 NMSA 1 rofessional Services Agre	t, child, sibling by consanguinity or affinity) of nt employee or legislator or family member of that I obtained this Professional Services
3.	The Department/Agency and I have es	entered into a profession	al services agreement in the amount of
4.	Services Agreement because I neither	r sought a contract with the formation of the Pro	duct Act does not apply to this Professional the Department/Agency, nor engaged in any ofessional Services Agreement while an
5.	To the best of my knowledge, this Prorelevant provisions of the New Mexic		eement was awarded in compliance with all 3-1-28, et. seq., NMSA 1978).
	FURTHER, AFFIANT SAYETH NO	T.	
		name	
	ribed and sworn to before me byday of, 2022.		(name of former employee) this
Му Со	ommission Expires:	NOTARY PUBLIC	
			

APPENDIX K

ARCHITECT, ENGINEER, SURVEYOR, LANDSCAPE ARCHITECT -- SELECTION COMMITTEE GENERAL ARCHITECTURAL/ENGINEERING SERVICES STATEWIDE

CONSULTANT DATA SHEET Page 1 of 3

Date:				
Firm Name:				
Address:				
City:			State:	Zip:
Contact			Email:	
Phone:	* * * * * *	^k place a "☑" BESIDE the bla	Facsimile: nks to indicate areas of expertise *	***
Project Cost Rango NEW CONSTRUC Mechanical	e Capabilit		PREFERRED REGION Albuquerque Metro Area Santa Fe and Surrounding Are	
50 – 100 K 100K – 400 K			☐ Las Cruces and Surrounding A	Areas
400K – 400 K 400K – 1M			☐ Farmington and Surrounding☐ Statewide	Areas
DISCIPLINES Architectural Electrical Civil Structural Landscape Acoustical Interiors Surveying Construction Man Project Estimating Project Scheduling Constructability R Value Engineering Specifications Construction Adm JOC Design Servi	g g Leview g ninistration ces		IN-HOUSE	CONSULT.
☐ A/V Services ☐ Materials Testing				

ARCHITECT, ENGINEER, SURVEYOR, LANDSCAPE ARCHITECT -- SELECTION COMMITTEE GENERAL ARCHITECTURAL/ENGINEERING SERVICES STATEWIDE

CONSULTANT DATA SHEET Page 2 of 3

<u>DISCIPLINES</u>	<u>IN-HOUSE</u>	CONSULT.
☐ JOC Estimating Services		
☐ Geotechnical & Materials Testing		
☐ Underground Utility Locators		
☐ Vibration Study		
☐ Archeological Services		
☐ Commissioning Agent		
☐ Geologist		
$\hfill\Box$ Environmental Impact Studies & Environmental Assessments		
☐ Energy Management Consultants		
☐ LEED Independent 3 rd Party Building Commissioning Engined	ers	
EXPERIENCE EMPHASIS		
☐ Fine Arts	☐ IT/Data Center Design	
☐ Auditorium/Theatre	☐ Arena/Sports Facilities	
□ Labs	☐ Med. Patient Care	
☐ Correctional Facilities	☐ Medical Related	
☐ Juvenile Facilities	☐ Educational Structures	
☐ Office Facilities	☐ Food Service	
☐ Libraries	☐ Central Plant	
□ Museums	☐ Swimming Pools	
☐ Outdoor Recreation	☐ Activity Centers	
☐ Maintenance	☐ Surveying	
☐ Elder Care Facilities	☐ Materials Testing	
OTHER SERVICE SPECIALITIES		
☐ Area Master Planning	☐ Environmental Graphics & sign	age
☐ Traffic Studies	☐ Existing Building Retro-Commi	ssioning and Optimization
☐ Historic Renovation/Preservation	☐ Energy / Water Auditing Consu	mption savings
☐ Infrastructure	☐ Measurement /Verification /Cor	servation Water
□ Surveying	Consumption savings	
☐ Geotechnical	☐ Roof Infrared imaging to Identif	fy Water Leaks
☐ Construction Materials Testing	☐ Controls and Electronics Engine	eer
☐ Design & Planning Structured Parking Facilities	☐ Forensic Investigation	
☐ Environmental Engineering	☐ Bridge Design	
☐ Fire Protection	☐ Facilities Programming	
☐ Signage/Graphics	□ Right of Way	
☐ Roofing consultant Services	☐ Feasibility Studies	

ARCHITECT, ENGINEER, SURVEYOR, LANDSCAPE ARCHITECT -- SELECTION COMMITTEE GENERAL ARCHITECTURAL/ENGINEERING SERVICES STATEWIDE

CONSULTANT DATA SHEET Page 3 of 3

OTHER SERVICE SPECIALITIES	
☐ Investigation/Reports	☐ Phase I Environmental
☐ Project Cost Estimating Programming	☐ Title Insurance/reports
☐ Disability/Special Needs Lighting	☐ Measurement & Verification of Energy
□ Solar Energy	☐ Mold investigation
☐ LEED Accredited A/E	☐ Water and Waste Water treatment facility
☐ Security Systems	☐ Detention Security Systems
☐ Highway Design	