



**STATE OF NEW MEXICO  
PUBLIC SCHOOL FACILITIES AUTHORITY**

1312 Basehart SE # 200, Albuquerque, NM 87106 • (505) 843-6272 • <https://www.nmpsfa.org/>

**Hobbs Municipal Schools**  
**Enrollment Study and Educational Specifications (Study/Ed Spec)**  
**Request for Proposals**  
**RFP No. 2122-09**

**DEADLINE FOR RECEIPT OF PROPOSALS:**

**Date: 2/10/2022**

**Time: 2:00 PM MST**

**MANDATORY PRE-PROPOSAL CONFERENCE:**

**Date: 1/27/2022**

**Time: 2:00 PM MST**

**Location: Virtual meeting, please see details below.**

**VIRTUAL PRE-PROPOSAL CONFERENCE VIA ZOOM DETAILS  
(IF APPLICABLE):**

Zoom Meeting Link:

<https://hobbsschools.zoom.us/j/88495952190?pwd=SDFLTmYxbjJ6TWQyK3lUNkNUbGR2UT09>

Meeting ID: 884 9595 2190

Passcode: 985449

Dial locations provided on page 10 and 11 of this document.

**PSFA Project No: P20-004**

**Commodity Codes: 90607, 90652, 90666, 90927, 90966, 92471, 92537**

## RFP SCHEDULE OVERVIEW

**RFP No. 2122-09  
Heizer Middle School**

| <b>RFP Section</b> | <b>Action</b>  | <b>Responsible Party</b> | <b>Date &amp; Time</b>    |
|--------------------|--|--------------------------|---------------------------|
| 2.2.1.             | RFP Issued   | District                 | 1/17/2022                 |
| 2.2.2.             | Acknowledgment of Receipt (Appendix No. 1) Due   | Offerors                 | ASAP                      |
| 2.2.3              | Pre-proposal Conference/Site Visit – Mandatory Virtual Meeting Access Code: see Cover Page | District, Offerors       | 1/27/2022,<br>2:00 PM MST |
| 2.2.4.             | Deadline for Written Questions   | Offerors                 | 2/2/2022                  |
| 2.2.5.             | Response to Written Questions  | District                 | 2/3/2022                  |
| 2.2.6.             | Final RFP Addendum/Amendment Deadline  | District                 | 2/4/2022                  |
| 2.2.7.             | Submission of Proposal   | Offerors                 | 2/10/2022,<br>2:00 PM MST |
| 2.2.8.             | Proposal Evaluation  | Evaluation Committee     | TBD                       |
| 2.2.9.             | Selection of Finalist or Short-Listed Finalists and Notice to Short-List Finalists         | Evaluation Committee     | TBD                       |
| 2.2.10.            | Finalist Presentation/Interview, if required   | Offeror                  | TBD                       |
| 2.2.11.            | Notification of Intent to Award  | District                 | TBD                       |
| 2.2.12.            | Contract Negotiations  | District, Offeror        | TBD                       |
| 2.2.13.            | Contract Approval Period   | District, Offeror        | TBD                       |
| 2.2.14.            | Contract Award   | District                 | TBD                       |
| 2.2.15.            | Right to Protest Deadline  | Offeror                  | TBD                       |

### RFP Procurement Manager Contact Information

|   |  |
|---|--|
| <b>Name</b>   | Jessica Munoz Alvarado   |
| <b>Telephone Number</b>   | (575) 433-0100   |
| <b>Email Address</b>  | <a href="mailto:alvaradoj@hobbsschools.net">alvaradoj@hobbsschools.net</a> |
| Any inquiries or requests regarding clarification of this RFP document shall be submitted in writing to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding the terminology stated in the procurement documents. |  |

### RFP Proposal Submittal Location

| <b>Physical Address<br/>For Walk-in Delivery</b>   | <b>USPS Mailing Address<br/>Including Carrier Delivery, (UPS, FedEx, etc.)</b>     |
|--|--|
| Hobbs Municipal Schools<br>1515 E Sanger<br>Hobbs, New Mexico 88240  | Hobbs Municipal Schools<br>1515 E. Sanger – PO Box 1030<br>Hobbs, New Mexico 88241 |
| Ensure that the following information is clearly labeled on the <b>sealed package</b> containing the proposal. <b>Please note: if the sealed bid is placed inside a carrier envelope, package or box for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal: (1) <u>Offeror's Business Name</u> (not an individual's name), (2) the RFP number and Title, (3) RFP Due Date and Time.</b> |  |

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## 1. INTRODUCTION

### 1.1. PURPOSE OF THE REQUEST FOR PROPOSAL

The Hobbs Municipal Schools (District) is requesting proposals from qualified firms to provide the services necessary for the development of an Enrollment Study and Educational Specifications for the District, more particularly described at Exhibit No. 1.

1.1.1. The District is the lead in this procurement process with assistance from the Public School Facilities Authority (PSFA) and partial funding from the Public School Capital Outlay Council (PSCOC).

1.1.2. The District is located at the southeast corner of New Mexico, in Lea County. It covers an area of approximately 750 square miles, and is one of the 89 public school districts in New Mexico. The District maintains 26 school facilities on 23 separate sites.

### 1.2. SCOPE OF PROCUREMENT

1.2.1. The Owners intend to issue one contract to the selected Offeror for the Project for a term not to exceed four (4) years pursuant to NMSA 1978 Section 13-1-150.B.

### 1.3. PROCUREMENT MANAGER

1.3.1. The District has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, email address, telephone number and mailing address are listed below. All deliveries via express carrier should be addressed as follows:

Jessica Munoz Alvarado  
Heizer Middle School  
Hobbs Municipal Schools  
1515 E. Sanger  
Hobbs, New Mexico 88240  
[alvaradoj@hobbsschools.net](mailto:alvaradoj@hobbsschools.net)  
575-433-0100

1.3.2. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other District employees or Evaluation Committee members do not have the authority to respond on behalf of the District.

### 1.4. DEFINITION OF TERMINOLOGY

1.4.1. This section contains definitions and abbreviations that are used throughout this procurement document.

**“Addendum” or “Amendment”** means a written change, addition, alteration, correction, or revision to an Invitation to Bid, Request for Proposal, or contract document.

**“Adequacy and Planning Guide”** means the reference guide to be used in the programming and design of school projects. The purpose of this guide is to clarify the

“Adequacy Standards” and to provide assistance through references and “best Practice” examples.

**“Adequacy Standards”** means the New Mexico Public School Statewide Adequacy Standards, which establish the acceptable levels for the physical condition and capacity of school buildings, the educational suitability of those facilities and the need for technological infrastructure at those facilities. The standards are not intended to restrict a facility’s size.

**“Architect”** means a New Mexico licensed architect and who is responsible for the architectural services.

**“Agreement”** means the agreement between the District, PSFA and the firm for the work covered by this solicitation.

**“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.

**“Award”** means the final execution of the contract document resulting from this solicitation.

**“Business Hours”** means 8:00 AM to 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

**“Close of Business”** means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

**“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, § 57-3-A-1 to § 57-3A-7. See NMAC § 1.4.1.25. As one example, no information that could be obtained from a source outside this solicitation can be considered confidential information.

**“Construction Information Management System” or “CIMS”** means an interactive software management system utilized by the PSFA and District to communicate with all necessary parties, obtain and register all necessary approvals, track the Project budget and expenditures, as well as serving as a document repository for contracts, purchase orders, etc., throughout the Project lifecycle.

**“Consultant” or “Contractor”** means any business having a service contract with a state agency or local public body.

**“Cost Reimbursement”** means a contract which provides for a fee other than a fee based on a percentage of cost and under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms.

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

**“Design Professional”** means the entity defined as an architect and or engineer, or the firm of architects, engineers, or both (and their consultants), which have undertaken to design the Project pursuant to a contract agreement with the Owner.

**“Desirable”** The terms “may”, “can”, “should”, “preferable”, or “refers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

**“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Educational Specifications”** means a document for school projects by which the district or state chartered charter school identifies and quantifies the spaces a new or replacement school needs to implement its educational program. It precisely identifies the number of and size of spaces need for general, special education, elective/shared spaces, food service, administration, support spaces, and building TARE. It also contains a preliminary project budget and phasing plan, which the project designer utilizes to begin project design.

**“Electronic Version/Copy”** means a digital form consisting of text, images, or both, readable on computers or other electronic devices that includes all content that the Original, Hard Copy proposals or bids contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.

**“Evaluation Committee”** means a body appointed by the Owner to perform the evaluation of the proposals.

**“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the solicitation.

**“Facility Master Plan”** means a five-year plan developed for school districts and state chartered, charter schools by which the district or state chartered charter school can anticipate the changing demands of its educational facilities, such as adequacy standards deficiencies, enrollment impacts, utilization/capacity, and program needs. The plan identifies the necessary funding and periods for each facility and outlines an appropriate strategy for maximizing resources and efficiency while minimizing operating costs over the five-year planning period.

**“Finalist”** is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

**“Firm Fixed Price Contract”** means a contract which has a fixed total price or fixed unit price.

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

**“Mandatory”** The terms “must”, “shall”, “will”, “is required”, or “are required” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

**“Minor Technical Irregularities”** means anything in the proposal that does not affect the price, quality, and quantity, or any other mandatory requirement.

**“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property, or construction to more than one Offeror.

**“New Mexico Public School Facilities Authority” or “PSFA”** is a statutorily created agency pursuant to NMSA 1978, § 22-24-9 which serves as staff to the Public School Capital Outlay Council.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

**“Procurement Manager”** means any person or designee authorized by the District to enter into or administer contracts and make written determinations with respect thereto.

**“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

**“Proposal”** means an Offeror’s written offer or response to a Request for Proposal.

**“Public School Capital Outlay Council” or “PSCOC”** the entity which distributes funds from the Public Outlay Fund to school districts throughout the State of New Mexico as prescribed by NMSA 1978, § 22-24-1 through § 22-24-6.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1978, § 1.4.1.45 and defined herein and outlined in Section 2.3.8. of this RFP, blacked out BUT NOT omitted or removed.

**“Request for Proposal” or “RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Resident Business Preference”** means a business that has a valid resident business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978.

**“Resident Veteran Business Preference”** means a business that has a valid resident veteran business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978.

**“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

**“Responsive Offer” or “Responsive Proposal”** means an offer which confirms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed, and clearly labeled on the outermost package as directed in the RFP instructions. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The Owner reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

**“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.

**“State (the State)”** means the State of New Mexico.

**“State Agency” or “Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or official of the executive, legislative or judicial branch of the government of this State. “State Agency” or “Agency” includes the New Mexico Public School Facilities Authority.

**“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirements. This statement shall be included in Offeror’s proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable”, etc.)

**“Unredacted”** means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential; such copy for use only for the purpose of evaluation.

**“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## 1.5. DOCUMENT LIBRARY

1.5.1. A document library has been established for Offerors to review. The library contains the information listed below and the content of each item can be located on the PSFA website at <https://www.nmpsfa.org/wordpress/document-library-for-rfps/> (NMPsFA Homepage > Administration > Procurement > Document Library for RFP’s).

1.5.1.1. Guidelines to the New Mexico Public School Adequacy Standards:

- NMAC 6.27.30 Statewide Adequacy Standards
- NMAC 6.27.31 Special Purpose Schools Adequacy Planning Guide
- NMAC Rules – Public School Capital Outlay Council (NMAC 6.27.1 & 6.27.2)



- Facilities Master Plan Scope of Work Checklist
  - Facilities Master Plan Scope of Work Checklist (Charter Schools)
- 1.5.1.2. The State of New Mexico PSFA HVAC and Controls Performance Assurance Program Manual
  - 1.5.1.3. The State of New Mexico PSFA TAB Performance Assurance Contractor Manual
  - 1.5.1.4. The State of New Mexico PSFA Roofing Program Handbook
  - 1.5.1.5. Division 07 Thermal and Moisture Protection (inclusive of all specification / requirements)
  - 1.5.1.6. All Documents Found at this Website Link:  
<https://www.nmpsfa.org/wordpress/building-standards-and-planning-guidelines/>  
(NMPSFA Homepage > Operations > Planning > Building Standards And Planning Guidelines > Adequacy Standards and Guidelines)

## 2. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP describes the major procurement events as defined in the RFP Schedule Overview, and the conditions governing the procurement. The Procurement Manager will make every effort to adhere to the RFP schedule.

### 2.1. SEQUENCE OF EVENTS

- 2.1.1. See RFP Schedule Overview, page 2. All dates are subject to change. The District will make every effort to adhere to the original schedule. All Offerors will be notified of any schedule changes via email as long as they have submitted the Acknowledgment of Receipt Form to be included on the procurement distribution list.

### 2.2. EXPLANATION OF EVENTS

#### 2.2.1. RFP Issued

- 2.2.1.1. The date identified in the Notice of Publication in which the RFP document becomes available to the potential Offerors.

#### 2.2.2. Acknowledgement of Receipt Form (Appendix No. 1)

- 2.2.2.1. Potential Offerors may hand deliver or return by mail or email, the Acknowledgment of Receipt Form, Appendix 1, included in this document, in order to have their organization placed on the procurement distribution list. The form should be returned as soon as possible to ensure inclusion on all RFP related correspondence and notices.
- 2.2.2.2. The procurement distribution list will be used for the distribution of written responses to questions and any RFP Addendums/Amendments.
- 2.2.2.3. Failure to return this form may cause you to be removed from the distribution list and thereby precluding you from receiving pertinent notifications such as addenda and or amendments to the RFP.

#### 2.2.3. Mandatory Pre-Proposal Conference/Site Visit

- 2.2.3.1. A virtual pre-proposal conference will be held via the Zoom online meeting service. Full details can be found below:

##### Join Zoom Meeting

<https://hobbsschools.zoom.us/j/88495952190?pwd=SDFLTmYxbjJ6TWQyK3lUNkNUbGR2UT09>

Meeting ID: **884 9595 2190**

Passcode: **985449**

##### One tap mobile

+14086380968,,88495952190#,,, \*985449# US (San Jose)

+16699006833,,88495952190#,,, \*985449# US (San Jose)

Dial by your location

- +1 408 638 0968 US (San Jose)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 646 876 9923 US (New York)

Find your local number: <https://hobbsschools.zoom.us/j/kbQ5iEUtl>

- 2.2.3.2. Attendance at the pre-proposal conference is mandatory and is a prerequisite for submission of a proposal.
- 2.2.3.3. This section left intentionally blank.
- 2.2.3.4. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may also be submitted at the conference and after, up to the Written Question Submission deadline. All written questions received prior to the conference will be addressed at the conference.
- 2.2.3.5. A public log will be kept of the names of potential Offerors that attend the pre-proposal conference.

2.2.4. Deadline to Submit Additional Written Questions

- 2.2.4.1. Potential Offerors may submit additional written questions as to the intent or clarification of this RFP until close of business on 2/2/2022. All written questions must be addressed to and sent to the Procurement Manager (see Section 1, Paragraph 1.3.1).

2.2.5. Response to Written Questions - RFP Addendum/Amendment(s)

- 2.2.5.1. Written responses to written questions and any RFP amendments will be distributed on 2/3/2022 to all potential Offerors whose organization name appears on the procurement distribution list.
- 2.2.5.2. Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than one (1) day after the answers and/or amendments were issued.

2.2.6. Final RFP Addendum/Amendment Deadline

- 2.2.6.1. The District will not publish any additional addendum/amendments after this deadline.

#### 2.2.7. Submission of Proposal

- 2.2.7.1. Proposals shall be submitted to the District in both hard copy and electronic formats. (See Section 3. Response Format and Organization for further details.) Proposals must be addressed and delivered to the Procurement Manager at the address listed on the RFP Schedule Overview, page 4. Proposals must be sealed and clearly labeled on the outside of the package with the following information: (1) Offeror's business name, (2) RFP No. 2122-09, (3) Title: Enrollment Study and Educational Specifications, and (4) RFP due date and time: 2/10/2022, 2:00 PM MST . Proposals submitted by facsimile or email will not be accepted.
- 2.2.7.2. **ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2/10/2022, 2:00 PM MST.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal.
- 2.2.7.3. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of the 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 the Request for Proposal. Awarded in this context means the final required state agency signature on the contract(s), resulting from the procurement, has been obtained.

#### 2.2.8. Proposal Evaluation

- 2.2.8.1. The evaluation of the proposals will be performed by the Evaluation Committee. Proposals will be evaluated based on the evaluation criteria outlined in Section 5, Proposal Evaluation, of this RFP. The process will begin with a preliminary review to determine compliance with mandatory requirements of the RFP. Contents of all proposals shall be kept confidential throughout the evaluation process. During this time, the Evaluation Committee may initiate discussions with the Offerors who submitted responsive or potentially responsive Proposals for the purpose of clarifying aspects of the Proposals, but Proposals may be accepted and evaluated without such meeting or discussion. Discussions shall not be initiated by Offerors after submissions or the selections of the top ranking Offeror(s) by the Evaluation Committee.

#### 2.2.9. Selection of Finalist or Short-Listed Finalists and Notice to Short-List Finalists

- 2.2.9.1. The Evaluation Committee will select, and the Procurement Manager will notify the finalist/s. Only finalists/ will be invited to participate in the subsequent steps of the procurement. The schedule for the Finalist Presentation/Interview will be determined at that time.

#### 2.2.10. Interview of Finalists/Presentations (if applicable)

- 2.2.10.1. The Procurement Manager will schedule the time and location for each presentation. Finalists will be notified of the presentation time allowance when the interview is scheduled.

#### 2.2.11. Notification of Intent to Award

- 2.2.11.1. The Procurement Manager shall prepare a procurement report and a recommendation to the Board for award of the project.

#### 2.2.12. Contract Negotiations

- 2.2.12.1. Negotiations with the Finalist will be conducted. In accordance with Section 13-1-122 NMSA 1978 final fees are determined during the contract negotiations and depend on such factors such as project size and complexity as related to the approved Architect Rate Schedule 1.5.18 NMAC. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the District reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process. The District will conclude negotiations with the selected Offeror and begin negotiations with the next ranked Offeror based on final ranking.

#### 2.2.13. Contract Approval Period

- 2.2.13.1. The time period in which all approval and final signatures are obtained from all of the parties to the contract.

#### 2.2.14. Contract Award

- 2.2.14.1. The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.
- 2.2.14.2. Single or Multi-Award. The District reserves the right to issue multi-award contracts as necessary for adequate delivery of service in accordance with NMSA 1978, Section 13-1-153.

#### 2.2.15. Right to Protest

- 2.2.15.1. Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposal, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposal. The fifteen (15) calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM Local Time on the fifteenth (15th) day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest, including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. Emailed protests are not allowed. The protest must be mailed or hand delivered to:

Jessica Munoz Alvarado, Procurement Officer  
1515 E. Sanger Street  
Hobbs, New Mexico 88240

## 2.3. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with NMSA 1978, Chapter 13, and purchasing regulations as adopted by the District.

### 2.3.1. Acceptance of Conditions Governing the Procurement

- 2.3.1.1. 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 Section 5 of this RFP.

### 2.3.2. Incurring Cost

- 2.3.2.1. 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 setup and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### 2.3.3. Prime Contractor Responsibility

- 2.3.3.1. 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 which may derive from this RFP. The District, entering into a contractual agreement with a vendor, will make payments to only the prime contractor.

### 2.3.4. Consultants/Subcontractors Consent

- 2.3.4.1. The use of consultants/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 written approval from the District awarding any resultant contract before any subcontractor is used during the term of this agreement.

### 2.3.5. Certifications and Licenses

- 2.3.5.1. Potential Offerors must have the proper, non-expired, certifications and licenses to do business in New Mexico as follows:

#### 2.3.5.1.1. Corporations:

- 2.3.5.1.1.1. File Articles of Incorporation with the Secretary of State's Office and record with the County pursuant to NMSA 1978, § 53-4-6.
- 2.3.5.1.1.2. Name of registered agent pursuant to NMSA 1978, § 53-5-2.
- 2.3.5.1.1.3. Certificate of Authority from the Secretary of State's Office indicating that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, § 53-17-6 and § 53-17-8.
- 2.3.5.1.1.4. Obtain a Federal Employer Identification Number.
- 2.3.5.1.1.5. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.2. Limited Liability Companies:

- 2.3.5.1.2.1. Registered office and registered agent for service of process that is either a New Mexico resident or domestic corporation, limited liability company, or partnership that is located in New Mexico.
- 2.3.5.1.2.2. File and Application for Registration with the Secretary of State's Office to conduct business in New Mexico and must obtain a Certificate of Good Standing from the Secretary of State's Office to conduct business in New Mexico.
- 2.3.5.1.2.3. Obtain a Federal Employer Identification Number.
- 2.3.5.1.2.4. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.3. Limited Partnerships:

- 2.3.5.1.3.1. Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-2-1 through § 54-2-48.
- 2.3.5.1.3.2. File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.
- 2.3.5.1.3.3. Obtain a Federal Employer Identification Number.
- 2.3.5.1.3.4. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.4. General Partnerships:

- 2.3.5.1.4.1. File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.
- 2.3.5.1.4.2. Obtain a Federal Employer Tax Identification Number.
- 2.3.5.1.4.3. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.5. Sole Proprietorships and Joint Ventures:

- 2.3.5.1.5.1. Obtain a Federal Employer Identification Number.
- 2.3.5.1.5.2. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.6. Amended Proposals

- 2.3.6.1. An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be replacements for a previously submitted proposal and must be clearly identified as such in the Letter of Transmittal. The District will not merge, collate, or assemble proposal materials.

2.3.7. Offeror's Rights to Withdraw Proposal

- 2.3.7.1. 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.

### 2.3.8. Disclosure of Proposal Contents

- 2.3.8.1. Proposals will be kept confidential until negotiations and the award are completed by the District. 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 requirements: 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.
- 2.3.8.2. Confidential data is restricted to confidential financial information concerning the Offeror’s organization; and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, § 57-3A-1 to § 57-3A-7.
- 2.3.8.3. **PLEASE NOTE:** The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.
- 2.3.8.4. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the District 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.

### 2.3.9. No Obligation

- 2.3.9.1. This RFP in no manner obligates the Owners to the use of any Offeror’s services until a valid written contract is awarded and approved by appropriate authorities.

### 2.3.10. Termination

- 2.3.10.1. This RFP may be cancelled at any time. Any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the Owners.

### 2.3.11. Sufficient Appropriation

- 2.3.11.1. Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the Contractor. Owner’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

### 2.3.12. Legal Review

- 2.3.12.1. The Owners require 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.



#### 2.3.13. Governing Law

- 2.3.13.1. 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.

#### 2.3.14. Prohibited Bidding

- 2.3.14.1. Pursuant to NMSA 1978, § 10-16-13, no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications, or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a State agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

#### 2.3.15. Consent to Jurisdiction and Venue

- 2.3.15.1. If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the District, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Fifth Judicial District Court - Chaves, Eddy and Lea Counties shall have venue and jurisdiction over all matters arising or derived from this RFP.

#### 2.3.16. Basis for Proposal

- 2.3.16.1. Only information supplied, in writing, by the District through the Procurement Manager or in this RFP should be used as the basis for the preparation of the Offeror's proposal.

#### 2.3.17. Contract Terms and Conditions

- 2.3.17.1. The contract between the Owners and the contracting firm will follow the format specified by the District and shall contain the terms and conditions set forth in the Sample Agreement, Exhibit No. 2. Exceptions to the Sample Agreement may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Evaluation Committee or the Owner, the proposed changes are substantial modification to the Sample Contract. The Owners reserve the right to negotiate provisions in addition to those contained in this RFP (Sample Agreement) with any Offeror.
- 2.3.17.2. Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Agreement the Offeror must propose specific alternative language. The Offeror must provide a brief description of the purpose and impact of each proposed change followed by the specific proposed alternate wording. The Owners may or may not accept the alternative language.

- 2.3.17.3. If an Offeror fails to propose any alternate terms and conditions in its proposal, no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions in the proposal is an explicit agreement by the Offeror that the contractual terms and conditions contained in the Sample Agreement are accepted by the Offeror.
- 2.3.17.4. A substitution of the Sample Contract is not acceptable and will result in the disqualification of the Offeror's proposal.
- 2.3.18. Offeror Qualifications
- 2.3.18.1. The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and § 13-1-85.
- 2.3.19. Right to Waive Minor Irregularities
- 2.3.19.1. The Evaluations 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.
- 2.3.20. Change in Contractor Representatives
- 2.3.20.1. The District reserves the right to require a change in contractor representatives if the assigned representative(s) is not, in the opinion of the District, adequately meeting the needs of the District.
- 2.3.21. Notice of Penalties
- 2.3.21.1. The Procurement Code, NMSA 1978, § 13-1-28 through § 13-1-199 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.
- 2.3.22. District Rights
- 2.3.22.1. The District, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.
- 2.3.23. Right to Publish
- 2.3.23.1. Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or District 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.

#### 2.3.24. Ownership of Proposals

- 2.3.24.1. All documents submitted in response to this Request for Proposal shall become the property of the District.

#### 2.3.25. Confidentiality

- 2.3.25.1. 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 Owners.
- 2.3.25.2. The contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Owner's written permission.

#### 2.3.26. Electronic Mail Address Required

- 2.3.26.1. A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

#### 2.3.27. Use of Electronic Versions of this RFP

- 2.3.27.1. 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 District, the version maintained by the District shall govern.

#### 2.3.28. Disclosure of Campaign Contributions, Appendix No. 7

- 2.3.28.1. Offeror must complete, sign, date and return the Campaign Contribution Disclosure Form, Appendix No. 7, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or note made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed and dated, unaltered form will result in disqualification.

#### 2.3.29. Disclosure Regarding Responsibility

- 2.3.29.1. Any prospective contractor and any of its principals who enter into a contract greater than Sixty Thousand dollars and zero cents (\$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:
  - 2.3.29.1.1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, state agency, or local public body.
  - 2.3.29.1.2. Has within a three (3) year period preceding this offer, been convicted in a criminal matter or had a civil judgement rendered against them for:

- 2.3.29.1.2.1. 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.
- 2.3.29.1.2.2. Violation of Federal or state anti-trust statutes related to the submission of offers; or
- 2.3.29.1.2.3. The commission in any Federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation, or Federal criminal tax law, or receiving stolen property.
- 2.3.29.1.3. 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 2.3.30.1.1., and paragraph and subparagraphs of 2.3.30.2. of this disclosure.
- 2.3.29.1.4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds Three Thousand dollars and zero cents (\$3,000.00) of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
  - 2.3.29.1.4.1. 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.
  - 2.3.29.1.4.2. 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.
  - 2.3.29.1.4.3. Have within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal or state agency or local public body.
- 2.3.29.2. Principal, for 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.
- 2.3.29.3. The Contractor shall provide immediate written notice to the District 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.
- 2.3.29.4. 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 render the Offeror nonresponsive.
- 2.3.29.5. Nothing contained in the forgoing 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.

- 2.3.29.6. 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 District 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 District or Central Purchasing Officer may terminate the involved contract for cause. Still further, the District or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the District or Central Purchasing Officer.

2.3.30. New Mexico Preferences

- 2.3.30.1. To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a valid copy of their preference certificate with their proposal. Invalid or expired certificates will not be accepted. An expired certificate currently in the process of renewal will not be considered valid. Certificates for preferences must be obtained through the New Mexico Department of Taxation and Revenue: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>
- 2.3.30.2. New Mexico Resident Business Preference and New Mexico Resident Veteran Business Preference.
- 2.3.30.3. The District shall not award a business both a Resident Business Preference and a Resident Veteran Business Preference.
- 2.3.30.4. The New Mexico preferences shall not apply when the expenditures for this RFP include Federal Funds.

2.3.31. Conflict of Interest: Government Conduct Act

- 2.3.31.1. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- 2.3.31.2. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, § 10-16-1 through § 10-16-18, regarding contracting with a public officer or state employee, or former state employee, have been followed.

2.3.32. Equal Employment Opportunity

- 2.3.32.1. In connection with this RFP and the Contract, Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex,

national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

2.3.32.2. Offeror shall take affirmative action to ensure that all applicants are treated fairly during employment, without regard to race, color, religion sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

2.3.32.3. Such action shall include but not be limited to the following: layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2.3.33. Financial Responsibility

2.3.33.1. Proposals must certify as to the financial viability and resources of the Offeror to complete the proposed activities within the period of performance. The Owners reserve the right to request and review the latest financial statements and audit reports as part of the basis of the award.

**3. RESPONSE FORMAT AND ORGANIZATION**

3.1. NUMBER OF RESPONSES PER OFFEROR

3.1.1. Offerors shall submit only one (1) proposal in response to this RFP.

3.2. NUMBER OF COPIES OF SUBMITTED PROPOSAL

3.2.1. Offeror shall submit its proposal in hard copy and electronic formats in the quantities specified.

3.2.2. There must be **one (1)** original hard copy of the complete proposal with original signatures, clearly labeled **ORIGINAL** along with the RFP number, RFP Title and Offeror's business name.

3.2.3. Offerors must submit **four (4)** USB flash drives, each containing a copy of the original proposal. Each USB flash drive must be clearly labeled with the RFP number and the Offeror's business name either with a label on the flash drive or with an ID tag. **One (1)** of the USB flash drives is to also be labeled ORIGINAL, and will be kept with the hard copy proposal.

3.2.4. Offeror must deliver their sealed proposal submission per the instructions on the RFP Schedule Overview and in Section 2, paragraph 2.2.6, on or before the closing date and time for receipt of proposals.

3.2.5. **Emailed and/or faxed submissions will not be accepted.**

3.3. PROPOSAL FORMAT (Hard Copy and Electronic Copy)

3.3.1. Proposals must be submitted in two formats: one (1) hard copy in a three-ring binder, clearly labeled **ORIGINAL** and electronic copies on USB flash drives as specified in paragraph 3.2.3.

- 3.3.2. Spreadsheets and charts can be in Excel format. If the Excel files are password protected on the electronic copies, the password must be provided in written form with the USB flash drives. All USB flash drives must be clearly labeled with the RFP number and the Offeror's business name.
- 3.3.3. **One (1)** electronic copy must contain an exact copy of the hard copy proposal in PDF and Excel formats as applicable and be labeled ORIGINAL.
- 3.3.4. The hard copy proposal must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.), with tabs delineating each section as specified in 3.3.4.1., and placed in as small a three-ring binder as needed to contain the proposal. Spiral or comb binding is not acceptable. Offerors are strongly encouraged to limit their proposals to a maximum of thirty (30) pages. Exclusions to this limitation will be all of the items required in Tab 1 as paragraph in 3.3.4.1.

3.3.4.1. Proposal Organization

- 3.3.4.1.1. Proposals shall be divided into three (3) clearly defined sections (i.e. tabs) and shall follow the exact ordering listed below:

- **Tab 1 - Required Items – Failure to include any of these items may result in your proposal being deemed non-responsive:**
  - Appendix No. 2 - RFP Submission Checklist Form
  - Appendix No. 3 - Required Information Form
  - Appendix No. 4 - Letter of Transmittal Form
  - Appendix No. 5 - Acknowledgment of Scope of Work Form
  - Appendix No. 6 - Conflict Of Interest, Non-Collusion and Debarment/Suspension Certification Form
  - Appendix No. 7 - Campaign Contribution Disclosure Form
  - Appendix No. 8 - Acknowledgment of Receipt of Addenda/Amendments Form
  - Valid Resident Business Certificate or Valid Resident Veteran Business Certificate
  - Certificate of Liability Insurance
  - New Mexico Secretary of State Certificate of Organization or Good Standing
  - Current W-9
  - Any additionally required documents not included in the page count
- **Tab 2 – Mandatory Items - Response to Evaluation Criteria (maximum fifty (50) pages):**
  - Section 4.1.1.1. - Approach
  - Section 4.1.1.2. - Company Experience & Staff Qualifications
  - Section 4.1.1.3. - Description of Work Products
  - Section 4.1.1.4. - Capacity & Capability
  - Section 4.1.1.5. - Cost Response (Attachment No. 1)

○ **Tab 3 – Non-Mandatory Items:**

- Additional non-scored, non-required, informational items such as promotional documents, current professional licenses/certificates and resumes.

3.3.4.1.2. The items required under Tab 1 will not be included in the fifty (50) page limit.

3.3.4.1.3. Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Offerors may attach other materials that they feel may improve the quality of their response. However, these materials should be included as items in a separate appendix. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.



## **4. SPECIFICATIONS AND OTHER REQUIREMENTS**

### **4.1. MANDATORY SPECIFICATIONS**

- 4.1.1. Offerors shall respond in the form of a thorough narrative to each mandatory specification requiring such. Each specification shall be clearly delineated with a cover sheet. The narratives, along with required supporting materials, will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal as non-responsive.

#### **4.1.1.1. Approach**

- 4.1.1.1.1. Offerors must provide a thorough narrative describing the approach the firm will use to accomplish the Scope of Work. Milestone charts may be used to describe the tasks to be performed, the time frame for each task and the proposed staff member, including subcontractors, designated for the completion of each task. Whether a milestone chart is used or not, the Offeror should clearly explain their firm's approach to fulfilling the Scope of Work.

#### **4.1.1.2. Company Experience and Staff Qualifications**

- 4.1.1.2.1. Offeror must submit a statement of relevant corporate experience. Offeror must identify prior experience in providing professional services as identified in Exhibit No. 1: Scope of Work, within the State of New Mexico or for any other state.
- 4.1.1.2.2. Offeror must submit resumes of proposed key professional staff members who will be performing services under the contract. Experience narratives must describe the specific relevant experience of the staff member(s) in relation to the role that the member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed, and shall include a thorough description of their education, knowledge, and relevant experience as well as certifications or other professional credentials.

#### **4.1.1.3. Description of Work Products**

- 4.1.1.3.1. Offeror shall thoroughly describe the types of relevant work products provided to previous clients.

#### **4.1.1.4. Capacity & Capability**

- 4.1.1.4.1. Offeror must provide information about their business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and project administration requirements.
- 4.1.1.4.2. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience, and background. Demonstrate or indicate project team organization and working relationships. Other items could include references

from clients, financial institutions, and insurance carriers. If other references are included, provide contact names, email addresses and phone numbers for the additional references.

4.1.1.5. Cost Response (Attachment No. 1)

- 4.1.1.5.1. Offeror shall complete the Cost Response Form, Appendix D and submit it with their proposal. The Cost Response shall reference all Offeror work positions associated with this project, and each position's firm, fixed hourly rate.

4.2. REQUIRED ITEMS AND FORMS

These requirements are mandatory and shall be included under Tab 1 of the Offeror's RFP submission. Failure to include any of these items may render a proposal as non-responsive.

4.2.1. RFP Submission Checklist Form ("Appendix No. 2")

- 4.2.1.1. Offerors shall submit a completed RFP Submission Checklist Form with its proposal.

4.2.2. Required Information Form ("Appendix No. 3")

Offerors shall respond in the form of a thorough narrative to each mandatory specification listed below, requiring such. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal non-responsive.

- 4.2.2.1. The Principal member or officer of the firm who will be responsible for the administration of the contract, including their email address and telephone number;
- 4.2.2.2. Identify the business name, address, and telephone number of the office(s) where the work will be performed for the prime Offeror and all sub-consultants;
- 4.2.2.3. Indicate the type of firm: corporation, partnership, sole proprietor, joint venture or other;
- 4.2.2.4. State the year the firm was established, and any former names by which the firm was known;
- 4.2.2.5. Provide the names and registration numbers of the New Mexico Registered Professional Architect/Engineer who will be in direct responsible charge of the work, including their email address and telephone number;
- 4.2.2.6. Indicate whether or not the individual registration has ever been subject to disciplinary action by the Board of Examiners for Architects. If yes, include an explanation;

- 4.2.2.7. List all applicable business licenses your firm holds that are required by the State of New Mexico, including the license number and jurisdiction and the name of license holder exactly as it appears on file.
- 4.2.3. Letter of Transmittal Form (“Appendix No. 4”)
- 4.2.3.1. Offerors shall submit a completed Letter of Transmittal Form with its proposal.
- 4.2.4. Acknowledgment of Scope of Work Form (“Appendix No. 5”)
- 4.2.4.1. Offerors shall submit a completed Acknowledgment of Scope of Work Form with its proposal.
- 4.2.5. Conflict Of Interest, Non-Collusion and Debarment/Suspension Certification Form (“Appendix No. 6”)
- 4.2.5.1. Offerors shall submit a completed Conflict Of Interest, Non-Collusion and Debarment/Suspension Certification Form with its proposal.
- 4.2.6. Campaign Contribution Disclosure Form (“Appendix No. 7”)
- 4.2.6.1. Offerors shall submit a completed Campaign Contribution Disclosure Form with its proposal.
- 4.2.7. Acknowledgment of Receipt of Addenda/Amendments Form (“Appendix No. 8”)
- 4.2.7.1. Offerors shall submit a completed Acknowledgment of Receipt of Addenda/Amendments Form with its proposal.
- 4.2.8. New Mexico Resident Business Preference and New Mexico Resident Veteran Business Preference (Does not Apply to Federally Funded Projects)
- 4.2.8.1. If you do not qualify for a New Mexico Resident Business Preference or a New Mexico Resident Veteran Business Preference, please provide a statement in this section of your proposal, stating you do not qualify. If you do not qualify for either preference, your proposal will be accepted, however you will not receive points for preference.
- 4.2.9. Certificate of Liability Insurance
- 4.2.9.1. Contractor shall maintain the following insurance for the term of an awarded Agreement, and the District and PSFA shall be named as additional insureds. The Contractor will provide for thirty (30) days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.
- 4.2.9.2. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer’s liability: One Hundred Thousand dollars (\$100,000).

Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability, for all liability the Contractor will assume under the awarded Agreement). Limits shall not be less than the following:

- 4.2.9.2.1. Bodily injury: One Million dollars (\$1,000,000) per person / One Million dollars (\$1,000,000) per occurrence.
- 4.2.9.2.2. Property damage or combined single limit coverage: One Million dollars (\$1,000,000)
- 4.2.9.2.3. Automobile liability (including non-owned automobile coverage): One Million dollars (\$1,000,000)
- 4.2.9.2.4. Umbrella: One Million dollars (\$1,000,000)

#### 4.2.10. New Mexico Secretary of State Certificate of Organization or Good Standing

- 4.2.10.1. Offerors must provide a copy of a current, un-expired, Certificate of Organization OR Good Standing with the New Mexico Secretary of State's office at the time of submission. Offerors must also be in good standing and compliance.

#### 4.2.11. Current W-9

- 4.2.11.1. Offeror must include a current W-9 form; completed, signed, and dated. The form is available on the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>
- 4.2.11.2. The State of New Mexico Substitute W-9 form is available on the NMPSFA website at: [https://www.nmpsfa.org/wordpress/wp-content/uploads/2020/05/NM\\_SUBSTITUTE\\_W-9-1.pdf](https://www.nmpsfa.org/wordpress/wp-content/uploads/2020/05/NM_SUBSTITUTE_W-9-1.pdf)

#### 4.3. OTHER REQUIREMENTS

These requirements are non-mandatory. Failure to include these items will not render a proposal as non-responsive.

##### 4.3.1. Sample Contract Response

- 4.3.1.1. See Section 2.3.17., Contract Terms and Conditions, for further information.

## **5. EVALUATION**

### **5.1. EVALUATION FACTORS/POINTS**

- 5.1.1. The District will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate the evaluators.
- 5.1.2. Proposals will be scored based upon comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

| <b>RFP<br/>SECTION</b>                                  | <b>EVALUATION FACTORS</b>                                      | <b>POINTS<br/>AVAILABLE</b> |
|---|--|-----------------------------|
| 4.1.1.1.  | Approach   | 25 Points                   |
| 4.1.1.2.  | Company Experience & Staff Qualifications                      | 25 Points                   |
| 4.1.1.3.  | Description of Work Products                                   | 20 Points                   |
| 4.1.1.4.  | Capacity & Capability  | 20 Points                   |
| 4.1.1.5.  | Cost (Attachment No. 1)  | 10 Points                   |
| <b>Total Maximum Allowable Evaluation Factor Points</b> |  | <b>100 POINTS</b>           |
| 4.1.4.  | New Mexico Resident Business Preference, if applicable         | 5 Points                    |
| 4.1.4.  | New Mexico Resident Veteran Business Preference, if applicable | 10 Points                   |
|   | Finalist Interview, if applicable                              | 50 Points                   |
| <b>Total Points Possible:</b>                           |  | <b>100 – 160 POINTS</b>     |

- 5.1.3. The evaluation of each Offeror's Cost Response (Attachment No. 1) will be conducted using the following formula:

### Lowest Responsive Offer Cost Proposal

This Offeror's Cost Proposal      X      1.0      =      Award Points

## 5.2. EVALUATION PROCESS

5.2.1. The evaluations process will follow the five steps listed below:

- 5.2.1.1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- 5.2.1.2. The Procurement Manager may contact the Offeror for clarification of the response, as specified in paragraph 2.2.8.1.
- 5.2.1.3. The Evaluation Committee may use other sources of information to perform the evaluation.
- 5.2.1.4. Responsive proposals will be evaluated on the factors in Section 5 that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the District, taking into consideration the evaluation factors in Section 5 and successful negotiations, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. In the event of oral presentations, responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors.
- 5.2.1.4. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.
- 5.2.1.5. Ties in ranking shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a first-place tie:

| Scoring |     | Numerical Ranking                   |   |     |
|---------|-----|-------------------------------------|---|-----|
| Firm A  | Tie | $(1^{\text{st}} + 2^{\text{nd}}/2)$ | = | 1.5 |
| Firm B  | Tie | $(1^{\text{st}} + 2^{\text{nd}}/2)$ | = | 1.5 |
| Firm C  | 3rd |                                     | = | 3   |

A tie for first, at the end of the final rankings after the completion of short listing and interviews, shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Procurement Manager.

## **EXHIBIT NO. 1: SCOPE OF WORK**

### **Heizer Middle School Study**

PSFA has divided this scope of work into two phases. Phase I seeks to validate the newly adopted Hobbs Municipal School District Facilities Master Plan (FMP), which forecasts enrollment growth at the middle school level which will exceed existing capacity at Heizer, Houston, and Highland Middle Schools. Phase I requires the consultant to review and validate the FMP conclusions. If data justifies the new school move forward, Phase I should also validate the most appropriate area for the new school based on student location, direction of growth, and appropriate site availability. Should Phase I determine the district still needs a new Middle School, commence with Phase II, educational specifications for the new middle school. This project is based on the following award language.

Planning funding to complete Phase I planning to include district-wide enrollment and boundary study, updated 5-year middle school enrollment projections and student location/geocode analysis. Based on the results of this initial Phase I planning work, the district may return to PSCOC for approval of the project scope for a new middle school campus and/or renovations to Heizer MS. Phase II planning work for a new middle school will include educational specifications. Upon completion of the planning phase, the district may return to the PSCOC for the next out-of-cycle design funding phase to include approval of enrollment for the new middle school, maximum gross square footage pursuant to the Adequacy Planning Guide, and an update to the total project cost estimate. PSCOC may make an award to fund a functional phase of a project without committing to funding future phases of proposed projects. The Council shall reevaluate each phase of a project and the capacity of the Public School Capital Outlay Fund before making an award for a subsequent phase of a project

The district recently completed and adopted new facilities master plan (February 2021) that contains:

- Demographic analysis including enrollment projection
- Student location/geocode analysis
- Development analysis
- Capacity/utilization analysis

This scope of work requires utilization and review of the 2021 Facilities Master Plan (FMP). The FMP suggests that the district's middle school enrollment will continue to recover and continue to place a strain on the middle school capacity.

In preparing Phase I and Phase II, please use a comprehensive public engagement process including (to the greatest extent possible during the COVID-19 health issue):

- Steering Committee meetings;
- Meetings with the district/school board as necessary;
- For Phase II educational specifications, at least 2 Community workshops to identify issues and present findings/recommendations;

### **PHASE I: ENROLLMENT, SITE, AND PROJECT RECOMMENDATION**

The intent for Phase I is to examine the enrollment projections and capacity issues in order to determine if the district is sustaining its high rates of growth in light of economic and public health situation, to the fullest extent possible. Phase I should also provide guidance to the district on appropriate location for a new middle school.

Phase I Deliverable Summary: Document that contains:

- Review of and Validation of new FMP enrollment projections and/or updates for Grades Pre-K-8th
- Review of and Validation of new FMP capacity and utilization and/or updates for the Middle Schools to determine whether schools will remain overcrowded based on enrollment projections
- Recommendation for either new middle school or additions to Heizer and/or any other options or models based on review and validation of FMP.
- If new school, recommendations on boundary adjustments to populate new school based on geocode analysis, elementary school feeders, enrollment projections, and capacity.
- If new school, recommendation on area for new school.
- Graphics, tables, site plans, and mapping to support conclusions

**Section 1: Facilities Master Plan Review of Demographics, Enrollment, and Capacity Verification**

- 1.1. Enrollment Study Based on Most Current Enrollment Data Available – Provide an overview of current enrollment trends in the District using latest available enrollment data for Pre-K-8th grade. Review and discuss:

- 1.1.1. 2021-2025 Facilities Master Plan projections and update if necessary
- 1.1.2. Review of 2021-25 Facilities Master Plan capacity and analysis and middle school floor plans and update if necessary.
- 1.1.3. Enrollment Projections Review and Update – Review 2021-2025 FMP enrollment projections and provide update if necessary based on most current enrollment trends, birth data, economic development factors, housing, and any impacts of COVID-19 for 6th-8th grade levels .

**Section 2: Recommendations and Site Analysis**

- 2.1. Provide recommendations on potential areas of the district and/or specific school sites for new middle school based on (but not limited to):
- 2.1.1. Student location and FMP geocoding as well as district data
  - 2.1.2. Balancing of middle school enrollment
  - 2.1.3. Existing boundaries and/or proposed boundary adjustments
  - 2.1.4. Impact of residential growth within community
  - 2.1.5. Site availability
  - 2.1.6. Site infrastructure availability
  - 2.1.7. Site appropriateness
  - 2.1.8. Site constraints
  - 2.1.9. Elementary school feeders to the new and existing middle schools.



## **PHASE II: EDUCATIONAL SPECIFICATIONS FOR NEW HOBBS MIDDLE SCHOOL**

*Please note: The district may not have a specific site for a new school, which could affect Section 3 below.*

### **Section 1. Project Overview**

- 1.1. Provide a brief description of the project including (but not limited to):
  - 1.1.1. Vicinity Map and description of the project location or recommended area for new middle school
  - 1.1.2. Square footage
  - 1.1.3. Site acreage
  - 1.1.4. Number of students/staff to be served
  - 1.1.5. Maximum and Functional Capacity

### **Section 2. Educational Program and Delivery System**

- 2.1. Describe the school's instructional program and curriculum delivery methods.
- 2.2. Describe the school's grade level configuration and identify any special organizational models (i.e. academies, grade level groupings, collaboration/partnerships).
- 2.3. Discuss school scheduling approach (periods, hours, lunch seating rotations, library time, computer lab, student arrival, and student dismissal).
- 2.4. Identify any special programs or unique curriculum features such as special education, performing/visual arts, electives, advanced placement, online learning opportunities, outdoor classroom, and/or off site learning/areas).
- 2.5. Discuss any special curricular and extracurricular activities the building accommodates including joint use with other entities that use the school.
- 2.6. Discuss spaces for which the school has a variance from the NM State Adequacy Standards (if any).
- 2.7. Discuss any anticipated changes to the educational program or delivery system in the new project.

### **Section 3. Conceptual Building Site Planning (Section Applicable If District Has a Preferred Site)**

- 3.1. For all projects, provide conceptual site plan showing how project will lay out on the site and how it relates to:
  - 3.1.1. Parking
  - 3.1.2. Student drop-off/pick-up for both parent and bus
  - 3.1.3. Playground/Playing Fields

- 3.1.4. Identification of Site Acreage
- 3.1.5. Describe infrastructure serving the site
- 3.1.6. Site security
- 3.1.7. Building/space adjacency

## **Section 4. Facility Goals and Concepts for New Middle School**

- 4.1. For new project/addition/major renovation describe the major facility goals and concepts including the following (but not limited to) characteristics:
  - 4.1.1. Safety and Security
  - 4.1.2. Sustainability and Energy Efficiency
  - 4.1.3. Building flexibility – the ability of the building to accommodate different teaching methods, curriculum, potential changes in grade level configuration or programs
  - 4.1.4. Potential for community use or shared facilities with other entities (if any)
  - 4.1.5. Utilities
  - 4.1.6. Preventive Maintenance Program
  - 4.1.7. Any other issues or special considerations that impact building use, space requirements, and/or costs

## **Section 5. Space Requirements in Project School**

- 5.1. In a chart or table, Itemize the quantity and sizes of spaces required to accommodate the educational program
  - 5.1.1. Make a clear distinction between the spaces to adequacy and those over adequacy per the adequacy planning guide at: <http://www.nmpsfa.org/?q=node/115>
  - 5.1.2. Quantify the number of spaces needed and size of spaces needed for the school's educational program including but not limited to
    - 5.1.1.1. Student dining
    - 5.1.1.2. Administration
    - 5.1.1.3. Student health/nurse suite (can be included in admin)
    - 5.1.1.4. Media arts
    - 5.1.1.5. Technology aided instruction (computer labs)

- 5.1.1.6. Janitorial/building support
- 5.1.1.7. Student commons
- 5.1.1.8. Any other spaces requires to support school's operation
- 5.1.3. Identify the number of students each space will serve.
- 5.1.4. Calculate building TARE
- 5.2. Provide a graphic diagram illustrating the relationship between program areas
- 5.3. Identify anticipated student capacity, utilization, and efficiency of the facility use and provide supporting analysis

## **Section 6. Project Budget**

- 6.1. Provide an estimate of probable cost for the total project including:
  - 6.1.1. Site development costs
  - 6.1.2. Facility construction
  - 6.1.3. Demolition
  - 6.1.4. Other project costs
- 6.2. Identify cost estimating assumptions and address.
  - 6.2.1. Unit costs
  - 6.2.2. Inflation
  - 6.2.3. Other cost factors (i.e. distance from materials/labor, part of the state in which project is located.
- 6.3. Identify anticipated project delivery schedule.

## **PHASE II DELIVERABLE:**

Provide PSFA (1) one copy of the draft educational specifications document for review (either hard copy OR electronic format acceptable) prior to School Board approval. Upon receipt of PSFA approval letter, provide PSFA (1) one hard copy of the final educational specifications document. Upload an electronic copy of the final educational specifications document to the PSFA E-Construction Management System.

## EXHIBIT NO. 2: SAMPLE AGREEMENT



# STATE OF NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY

1312 Basehart SE # 200, Albuquerque, NM 87106 • (505) 843-6272 • <https://www.nmpsfa.org/>

Agreement No. \_\_\_\_\_

THIS Agreement (“Agreement”) is made by and between the [Name of School District] hereinafter referred to as the “Owner” and the State of New Mexico Public School Facilities Authority, hereinafter referred to as the “Co-Owner” and [contractor name] hereinafter referred to as the “Contractor” and collectively referred to as the “Parties.”

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq., Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Owner has selected Contractor as the Offeror most advantageous to the Owner; and

WHEREAS, all terms and conditions of the [RFP Number and Name] and Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

### 1. Scope of Work

- 1.1. The Contractor shall perform the work as described in Exhibit No. 1, the terms and provisions of which are incorporated herein by reference.

### 2. Compensation

- 2.1. The Contractor shall be compensated in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed \$XXX, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$XXX shall be paid by the Owner and Co-Owner to the Contractor as follows.

|                        |         |    |
|------------------------|---------|----|
| Owner participation    | (%) at: | \$ |
| Co-Owner participation | (%) at: | \$ |
| Total                  |         | \$ |

- 2.1.1. The total amount payable to the Contractor under this Agreement, including gross receipts tax, at the rate of X.XX% shall not exceed \$XXX. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Owner and Co-Owner when the services provided under this Agreement reach the total compensation amount. In no event will the

Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- 2.2. Payment shall be made upon acceptance of each deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All Payment Invoices MUST BE received by OWNER no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.
- 2.3. The Contractor shall be reimbursed by OWNER for applicable New Mexico gross receipts taxes excluding interest or penalties assessed on the Contractor by any authority. PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification Number. Contractor and all subcontractors shall pay all Federal, state and local taxes Applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold OWNER AND CO-OWNER harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

### **3. Term**

- 3.1. Services of the Contractor shall commence on the date of the final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within [state term, example One-Hundred and Twenty (120) days] of the date of execution of this Agreement. OWNER AND CO-OWNER reserve the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

### **4. Termination**

- 4.1. Grounds. OWNER AND CO-OWNER may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon OWNER AND CO-OWNER's uncured, material breach of this Agreement.
- 4.2. Notice. OWNER AND CO-OWNER Opportunity to Cure.
  - 4.2.1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, OWNER AND CO-OWNER shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  - 4.2.2. Contractor shall give OWNER AND CO-OWNER written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all OWNER AND CO-OWNER's material breaches of this Agreement upon which the

termination is based and (ii) state what OWNER AND CO-OWNER must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if OWNER AND CO-OWNER does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, OWNER AND CO-OWNER does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

- 4.2.3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by OWNER AND CO-OWNER; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.
- 4.3. Liability. Except as otherwise expressly allowed or provided under this Agreement, OWNER AND CO-OWNER's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OWNER AND CO-OWNER'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

## **5. Appropriations**

- 5.1. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by OWNER AND CO-OWNER to the Contractor. OWNER AND CO-OWNER's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If OWNER AND CO-OWNER propose an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **6. Status of Contractor**

- 6.1. The Contractor and its agents and employees are independent contractors performing professional or general services for OWNER AND CO-OWNER and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **7. Product of Service – Copyright**

- 7.1. All materials developed or acquired by the Consultant under this Agreement shall become the property of the State of New Mexico and shall be delivered to OWNER AND CO-OWNER no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Consultant under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Consultant.

## **8. Conflict of Interest; Governmental Conduct Act**

- 8.1. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- 8.2. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
  - 8.2.1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any OWNER AND CO-OWNER employee while such employee was or is employed by OWNER AND CO-OWNER and participating directly or indirectly in OWNER AND CO-OWNER's contracting process;
  - 8.2.2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
  - 8.2.3. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in OWNER AND CO-OWNER's making this Agreement;
  - 8.2.4. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is

not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

- 8.2.5. in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 8.2.6. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of OWNER AND CO-OWNER.
- 8.3. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which OWNER AND CO-OWNER relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to OWNER AND CO-OWNER if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to OWNER AND CO-OWNER and notwithstanding anything in the Agreement to the contrary, OWNER AND CO-OWNER may immediately terminate the Agreement.
- 8.4. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

## **9. Confidentiality**

- 9.1. Any Confidential Information provided to the Contractor by the OWNER AND CO-OWNER or, developed by the Contractor based on information provided by the OWNER AND CO-OWNER in the performance of this Agreement 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 AND CO-OWNER. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the OWNER AND CO-OWNER within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the OWNER AND CO-OWNER will result in direct, special and incidental damages.

## **10. Amendment**

- 10.1. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories.
- 10.2. If OWNER AND CO-OWNER propose an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.



## **11. Merger**

- 11.1. This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

## **12. Penalties for Violation of Law**

- 12.1. The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

## **13. Equal Opportunity Compliance**

- 13.1. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

## **14. Workers Compensation**

- 14.1. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by OWNER AND CO-OWNER.

## **15. Applicable Law**

- 15.1. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

## **16. Records and Financial Audit**

- 16.1. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by OWNER AND CO-OWNER, the Department of Finance and Administration and the State Auditor. OWNER AND CO-OWNER shall have the right to audit billings both before and after payment. Payment under this Agreement shall

not foreclose the right of OWNER AND CO-OWNER to recover excessive or illegal payments

**17. Indemnification**

17.1. The Contractor shall defend, indemnify and hold harmless OWNER AND CO-OWNER and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of OWNER AND CO-OWNER and the Risk Management Division of the New Mexico General Services Department by certified mail.

**18. Invalid Term or Condition**

18.1. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**19. Enforcement of Agreement**

19.1. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**20. Non-Collusion**

20.1. In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the OWNER AND CO-OWNER.

**21. Notices**

21.1. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**To: OWNER**

**To: CO-OWNER**

**To: Contractor**

## **22. Default/Breach**

- 22.1. In case of Default and/or Breach by the Contractor, for any reason whatsoever, OWNER AND CO-OWNER and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and OWNER AND CO-OWNER and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

## **23. Insurance**

- 23.1. Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the OWNER AND CO-OWNER as an additional insured.
- 23.2. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: \$100,000.
- 23.3. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
- 23.3.1. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- 23.3.2. Property damage or combined single limit coverage: \$1,000,000.
- 23.3.3. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- 23.3.4. Umbrella: \$1,000,000.
- 23.4. Contractor shall maintain the above insurance for the term of this Agreement and name the OWNER AND CO-OWNER as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

## **24. Equitable Remedies**

- 24.1. Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the OWNER AND CO-OWNER irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the OWNER AND CO-OWNER, and the Contractor consents to the OWNER AND CO-OWNER's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. OWNER AND CO-OWNER's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that OWNER AND CO-OWNER may have under applicable law, including, but not limited to, monetary damages.

## **25. Assignment**

- 25.1. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of

the OWNER AND CO-OWNER.

**26. Subcontracting**

- 26.1. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the OWNER AND CO-OWNER. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the OWNER AND CO-OWNER.

**27. Commercial Warranty**

- 27.1. The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**28. Release**

- 28.1. Final payment of the amounts due under this Agreement shall operate as a release of the OWNER AND CO-OWNER, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**29. Contractor Personnel**

- 29.1. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the OWNER AND CO-OWNER. Key personnel are those individuals considered by the OWNER AND CO-OWNER to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Name:

Name:

- 29.2. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the OWNER AND CO-OWNER. For all personnel, the OWNER AND CO-OWNER reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to OWNER AND CO-OWNER approval. The OWNER AND CO-OWNER, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The OWNER AND CO-OWNER reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the OWNER AND CO-OWNER, meeting the OWNER AND CO-OWNER's expectations.

### **30. Inspection of Services**

- 30.1. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- 30.2. The Contractor shall provide and maintain an inspection system acceptable to the OWNER AND CO-OWNER or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the OWNER AND CO-OWNER Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- 30.3. The OWNER AND CO-OWNER or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The OWNER AND CO-OWNER Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- 30.4. If the OWNER AND CO-OWNER Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- 30.5. If any part of the services do not conform with the requirements of this Agreement, the OWNER AND CO-OWNER Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the OWNER AND CO-OWNER Agent or other party to this Agreement may:
  - 30.5.1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - 30.5.2. reduce the Agreement price to reflect the reduced value of the services performed.
- 30.6. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the OWNER AND CO-OWNER Agent or other party to this Agreement may:
  - 30.6.1. by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
  - 30.6.2. terminate the Agreement for default.
- 30.7. THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE EITHER THE OWNER OR CO-OWNERS'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

### 31. Authority

- 31.1. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year last executed by either party hereto as indicated below.

CONTRACTOR

By: \_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

CONTRACTOR NM TAX ID Number: \_\_\_\_\_

OWNER

By: \_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

CO-OWNER  
New Mexico Public School Facilities Authority

By: \_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

## APPENDIX NO. 1: ACKNOWLEDGEMENT OF RECEIPT FORM

**RFP 2122-09**

**Title: Enrollment Study and Educational Specifications**

Please complete this form and return it to the District as soon as possible. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive notifications regarding the release of any addenda/amendments, if issued, and/or other information pertaining to this solicitation. The following information will be used for all correspondence related to this RFP.

**Please print:**

Business Name: \_\_\_\_\_

Business Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return completed form to:**

**Jessica Alvarado, Procurement Office**  
**1515 E. Sanger – PO Box 1030**  
**Hobbs, New Mexico 88240**  
**(575) 433-0100**  
[alvaradoj@hobbsschools.net](mailto:alvaradoj@hobbsschools.net)

## APPENDIX NO. 2: RFP SUBMISSION CHECKLIST FORM

The purpose of this form is to guide the Offeror with its final submission to ensure all required items are included. The Offeror must include this appendix with its submission.

### Tab 1 - Required Items – failure to include any of these items may result in your proposal being deemed non-responsive:

- ☐ Appendix No. 2 - RFP Submission Checklist Form
- ☐ Appendix No. 3 - Required Information Form
- ☐ Appendix No. 4 - Letter of Transmittal Form
- ☐ Appendix No. 5 - Acknowledgment of Scope of Work Form
- ☐ Appendix No. 6 - Conflict Of Interest, Non-Collusion and Debarment/Suspension Certification Form
- ☐ Appendix No. 7 - Campaign Contribution Disclosure Form
- ☐ Appendix No. 8 - Acknowledgment of Receipt of Addenda/Amendments Form
- ☐ Valid Resident Business Certificate or Valid Resident Veteran Business Certificate
- ☐ Certificate of Liability Insurance
- ☐ New Mexico Secretary of State Certificate of Organization or Good Standing
- ☐ Current W-9
- ☐ Any additionally required documents not included in the page count

### Tab 2 - Mandatory Items - Response to Evaluation Criteria (maximum fifty (50) pages):

- ☐ Section 4.1.1.1. - Approach
- ☐ Section 4.1.1.2. - Company Experience & Staff Qualifications
- ☐ Section 4.1.1.3. - Description of Work Products
- ☐ Section 4.1.1.4. - Capacity & Capability
- ☐ Section 4.1.1.5. - Cost (Attachment No. 1)

### Tab 3 (Non-Mandatory Items):

Additional non-scored, non-required, informational items such as promotional documents, current professional licenses/certificates and resumes, etc.

### **SIGNATURE:**

I hereby certify that the information which I have provided on this form is true and correct, and that all items whose boxes are marked are included in this RFP submission. I acknowledge that if my firm's RFP submission is missing any of the items detailed above in Tab 1 and Tab 2, the firm may be deemed non-responsive and will forfeit its submission.

### SIGNED BY

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name, Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_



### APPENDIX NO. 3: REQUIRED INFORMATION FORM

The following items **MUST** have a response, failure to respond to all areas will result in your proposal being deemed non-responsive.

**The Principal member or officer of the firm who will be responsible for the administration of the contract, including their email address and telephone number;**

|                                 |  |
|---------------------------------|--|
| Principal Member/Officer Name:  |  |
| Principal Member/Officer Title: |  |
| Principal Member Direct Email:  |  |
| Direct Telephone Number:        |  |

**Identify the business name, address, and telephone number of the office(s) where the work will be performed for the prime Offeror and all sub-consultants;**

|                          |  |
|--------------------------|--|
| Principal Business Name: |  |
| Doing Business As (dba): |  |
| Telephone Number:        |  |
| Main Email Address:      |  |
| Alternate Email Address: |  |
| Physical Address:        |  |
| Mailing Address:         |  |

**Indicate the type of firm: corporation, partnership, sole proprietor, joint venture or other;**

|  |  |   |
|--|--|---|
| <input type="checkbox"/> C Corporation                     | <input type="checkbox"/> S Corporation | <input type="checkbox"/> Individual/sole proprietor |
| <input type="checkbox"/> Limited liability company (LLC)   | <input type="checkbox"/> Partnership   | <input type="checkbox"/> Other                      |
| If Other was selected from above, please specify the type: |  |   |

**State the year the firm was established, and any former names by which the firm was known;**

|                        |  |
|------------------------|--|
| Year Firm Established: |  |
| Former Names:          |  |
| Mergers, Acquisitions: |  |

**List all applicable business licenses your firm holds that are required by the State of New Mexico, including the license number and jurisdiction and the name of license holder exactly as it appears on file.**

|   |  |
|---|--|
| New Mexico Tax ID #                                 |  |
| New Mexico Secretary of State Business ID #         |  |
| Federal Data Universal Numbering System (D-U-N-S) # |  |

**Provide the names and registration numbers of the New Mexico (NM) Registered Professional Architect/Engineer who will be in direct responsible charge of the work, including their email address and telephone number;**

| Name | License Type | NM Registration # | Expiration Date |
|------|--------------|-------------------|-----------------|
| 1.   |              |                   |                 |
| 2.   |              |                   |                 |
| 3.   |              |                   |                 |
| 4.   |              |                   |                 |

| Mailing Address | Telephone # | Email Address |
|-----------------|-------------|---------------|
| 1.              |             |               |
| 2.              |             |               |
| 3.              |             |               |
| 4.              |             |               |

**Indicate whether or not the individual registration has ever been subject to disciplinary action by the Board of Examiners for Architects. If yes, include an explanation;**

|  |
|--|
|  |
|--|

**SIGNATURE:**

This Appendix No.3: Required Information Form has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP # 2122-09, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of ninety (90) days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name, Title: \_\_\_\_\_

## APPENDIX NO. 4: LETTER OF TRANSMITTAL FORM

The following items **MUST** have a response, failure to respond to all areas will result in your proposal being deemed non-responsive.

**1. Identity Business Name and Physical Address of the Offeror organization:**

|                       |  |
|-----------------------|--|
| Offeror Business Name |  |
| Physical Address      |  |
| City, State, Zip Code |  |

**2. Offeror's Business Mailing Address if different than above:**

|                       |  |
|-----------------------|--|
| Offeror Business Name |  |
| Mailing Address       |  |
| City, State, Zip Code |  |

**3. For the Person authorized by the organization to contractually obligate the organization:**

|               |  |
|---------------|--|
| Name          |  |
| Title         |  |
| Email Address |  |
| Telephone     |  |

**4. For the person authorized to negotiate the contract on behalf of the organization:**

|               |  |
|---------------|--|
| Name          |  |
| Title         |  |
| Email Address |  |
| Telephone     |  |

**5. For the person to be contacted for clarifications:**

|               |  |
|---------------|--|
| Name          |  |
| Title         |  |
| Email Address |  |
| Telephone     |  |

On behalf of the Offeror named in Item 1, the authorized Signatory named in Item 3 above commits and accepts the items below.

- The Offeror commits to comply with the ASHRAE Standard, ASHRAE/IES 90.1-2010, Energy Efficiency Design of New Buildings, and the New Mexico Energy Conservation Code. Per said code, Offeror's designs will incorporate water conserving fixtures.
- Offeror will comply with all requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
- Offeror accepts all Terms and Conditions governing this Procurement.
- The submission of Offeror's proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- Offeror acknowledges receipt of any and all addendum/amendments to this RFP.
- Offeror hereby certifies it meets all requirements of financial viability, responsibility and resources to complete all proposed activities within the period of performance as detailed in this RFP.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Must be signed and dated by the person identified in Item #3, above.)

## APPENDIX NO. 5: ACKNOWLEDGEMENT OF SCOPE OF WORK FORM

The Offeror, through the undersigned, hereby acknowledges that they understand the Scope of Work to be performed in Exhibit No. 1: Scope of Work, and that they have the capacity, capability, and past record of performance to perform the work. This page has been signed by a signatory with the authority to bind the Offeror. By signing this page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of ninety (90) days from the date proposals were due.

This completed Acknowledgement must be included in the Offeror's Proposal with the Mandatory Specifications, Forms, Acknowledgements, all Appendices and Attachments, per Section 3.3.4.1.1.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

## **APPENDIX NO. 6: CONFLICT OF INTEREST, NON-COLLUSION AND DEBARMENT/SUSPENSION CERTIFICATION FORM**

### **CONFLICT OF INTEREST**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Hobbs Municipal Schools (District) in response to the above referenced bids/request for proposals.

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:**

No employee or board member of District (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any District employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_.

List below the name(s) of any District employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

### **CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree?

YES – Initials of Authorized Representative of Vendor: \_\_\_\_\_

### **DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to District's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

### **CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST, NON-COLLUSION, and DEBARMENT/SUSPENSION STATUS requirements, and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

## APPENDIX NO. 7: CAMPAIGN CONTRIBUTION DISCLOSURE

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a Prospective Contractor, a family member of the prospective Contractor, or a representative of the Prospective Contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a Prospective Contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT 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 federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position) Offeror Business Name

– OR –

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position) Offeror Business Name

**ONLY  
SIGN  
WHERE  
APPLICABLE**

**APPENDIX NO. 8: ACKNOWLEDGEMENT OF RECEIPT OF  
ADDENDA/AMENDMENTS**

I hereby attest that I have received the following addenda/amendment(s) to the RFP \_\_\_\_\_ as follows:

|                   |             |                    |             |
|-------------------|-------------|--------------------|-------------|
| ADDENDUM #: _____ | DATE: _____ | AMENDMENT #: _____ | DATE: _____ |
| ADDENDUM #: _____ | DATE: _____ | AMENDMENT #: _____ | DATE: _____ |
| ADDENDUM #: _____ | DATE: _____ | AMENDMENT #: _____ | DATE: _____ |
| ADDENDUM #: _____ | DATE: _____ | AMENDMENT #: _____ | DATE: _____ |
| ADDENDUM #: _____ | DATE: _____ | AMENDMENT #: _____ | DATE: _____ |
| ADDENDUM #: _____ | DATE: _____ | AMENDMENT #: _____ | DATE: _____ |
| ADDENDUM #: _____ | DATE: _____ | AMENDMENT #: _____ | DATE: _____ |
| ADDENDUM #: _____ | DATE: _____ | AMENDMENT #: _____ | DATE: _____ |

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_



## ATTACHMENT NO. 1: COST RESPONSE

Offerors must complete this Cost Response Form and submit it with the proposal. Offeror shall reference all work positions associated with this project, and each position's firm, fixed hourly rate. Add additional lines as needed. DISTRICT, at its discretion, may negotiate revised rates with the awarded Contractor on an annual basis through the duration of the contract term. Failure to successfully negotiate rates may result in termination of the Agreement.

| Personnel Title/Classification | Pay Rate |          |
|--------------------------------|----------|----------|
|                                | \$       | per hour |
|                                | \$       | per hour |
|                                | \$       | per hour |
|                                | \$       | per hour |
|                                | \$       | per hour |
|                                | \$       | per hour |
|                                | \$       | per hour |
|                                | \$       | per hour |

|                  |    |
|------------------|----|
| Flat, Fixed Fee: | \$ |
|------------------|----|