



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

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

REQUEST FOR QUALIFICATIONS (RFQ)

for

CONSTRUCTION MANAGER AT RISK (CMAR)

(STEP ONE)

PROJECT TITLE: NEW MIDDLE SCHOOL HOBBS
P24-003 & HEIZER MS P21-004 **RFQ/RFP NO:** 2425-05

District Name: HOBBS MUNICIPAL SCHOOLS
Contact Person: JESSICA ALVARADO
Address: 1515 E SANGER
HOBBS, NM 88240
Telephone: 575-433-0100
Email: alvaradoj@hobbsschools.net

DEADLINE FOR RECEIPT OF STATEMENTS OF QUALIFICATIONS IS AS FOLLOWS:

Date: Tuesday, June 18, 2024 **Time:** 11:00 AM
Deliver To: 1515 E Sanger
Hobbs, NM 88240

The date and time received will be stamped on the Request for Qualifications Package by the District offices. Late submittals will not be accepted. It is the responsibility of the Offeror to ensure that their submittal is delivered on time to the correct address.

THE CMAR PRE-REQUEST FOR QUALIFICATIONS CONFERENCE shall be held as follows:

Date: Wednesday, June 12, 2024 **Time:** 2: 00 PM
Location: Central Office – Operations Meeting Room
Address: 1515 E Sanger
Hobbs, NM, 88240

Contents

I. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS FOR CMAR	3
1. INTRODUCTION	3
2. MINIMUM QUALIFICATIONS	4
3. STATEMENT OF PROJECT SCOPE OF WORK	4
4. DESIGN PROFESSIONAL INFORMATION.....	4
5. ANTICIPATED SEQUENCE OF EVENTS FOR SELECTION AND THE WORK.....	5
6. CMAR PROJECT REQUIREMENTS AND DELIVERABLES	6
7. OWNER/PROJECT CONTACT	7
8. DEFINITIONS OF TERMINOLOGY	7
9. EVALUATION OF QUALIFICATIONS, INTERVIEW AND PROPOSAL	10
II. CONDITIONS GOVERNING STEP 1 RFQ OF THE PROCUREMENT	11
1. RFQ SEQUENCE OF EVENTS.....	11
2. EXPLANATION OF RFQ SEQUENCE OF EVENTS	11
3. GENERAL CONDITIONS AND REQUIREMENTS GOVERNING THE PROCUREMENT ...	13
III. RESPONSE FORMAT AND ORGANIZATION	16
1. REQUIREMENTS FOR THE STATEMENT OF QUALIFICATIONS	16
2. NUMBER OF RESPONSES	16
3. PAGE SIZE, NUMBER OF PAGES, BINDING, DIVIDERS, AND TABS.....	16
4. DELIVERY OF RFQ SUBMITTAL.....	16
5. EVALUATION CRITERIA AND WEIGHTED FACTORS.....	17
6. RELATIONSHIP AND OBLIGATIONS OF THE PARTIES	21
7. NEGOTIATION OF THE ESTIMATED COST OF THE WORK AND ESTABLISHMENT OF THE GUARANTEED MAXIMUM PRICE.....	21
8. PROPOSAL GUARANTEE.....	22
9. NOTIFICATION OF RFQ OFFERORS	22
10. GENERAL RESPONSE INSTRUCTIONS AND INFORMATION.....	22

I. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS FOR CMAR

1. INTRODUCTION

This Request for Qualifications (RFQ) is governed by the following which are all-inclusive by reference: HB-303 for CMAR enacted in the 2007 New Mexico Legislative Session signed into law by the Governor of NM on April 2, 2007, more specifically, a new section of the Procurement Code, 13-1-124.1 through 13-1-124.5 NMSA 1978. In addition to the new section, 13-1-111, 13-1-119.1, 13-1-117.1 NMSA 1978 and the New Mexico Administrative Code (NMAC) 1.4.1 regulations of September 30, 2006 govern this process. These documents are available for review upon request.

Pursuant to Procurement Code 13-1-111 NMSA 1978, the **Hobbs Municipal Schools** has made a determination that the use of the competitive sealed bidding method is not advantageous to ensure that the project described herein is delivered within time and budget constraints and in a quality manner. It is hereby determined that soliciting competitively sealed Qualifications Statements, issuing a Request for Proposal to Short-Listed Finalists and interviewing said Finalists for construction of **New Middle School Hobbs P24-003/Heizer MS P21-004**, is the most effective means to ensure the Project is delivered on time, within budget, and in accordance with Public School Capital Outlay Council (PSCOC), Public School Facilities Authority (PSFA), and District guidelines and criteria described herein.

And, finally, pursuant to the section 13-1-124.4.B of the Procurement Code, this method of procurement shall be procured utilizing the Three-Step process. The limits governing the number of steps used in this procurement are:

Three-Step CMAR Process

- Available Project funding is more than \$500,000
- Issue a Request for Qualifications
- Issue a Request for Proposals to Short-Listed Qualified CMAR Offerors or firms
- Conduct Interviews and recommend award of a contract to the governing body

The Owner will be accepting proposals from experienced Construction firms interested in providing CMAR services for the construction of the **New Middle School Hobbs P24-003/Heizer MS P21-004**. The Owner intends to award this project pursuant to the Educational Facility CMAR Act (Section 13-1-124.1 through 13 -1-124.5 NMSA 1978). The first step shall be the submittal of qualifications in accordance with Section III, paragraph 5.2 of these instructions. A Selection Committee will review the Statement of Qualifications received in response to this request to determine the Offerors that meet the minimum qualifications set forth in the Educational Facility CMAR Act. Then, utilizing the criteria set forth in Section III, Paragraph 5.0, the Selection Committee will evaluate the Statements of Qualifications from the qualified Offerors and identify the qualified Offerors who will be sent a Request for Proposal for Fee and General Conditions. The Selection Committee will evaluate the proposals and the qualifications and conduct interviews with up to three of the highest – ranked Offerors. After conducting interviews and after considering

the factors listed in Section III, para. 5.0, the Selection Committee shall rank the Offerors and recommend one firm that it feels would be most advantageous to the Owner for selection.

2. MINIMUM QUALIFICATIONS

The minimum qualifications for the CMAR are:

- a. Contractor's license for the type of work to be performed, issued pursuant to the Construction Industries Licensing Act;
- b. Registration pursuant to Section 13-4-13.1 NMSA 1978; and
- c. A minimum bonding capacity in the amount of: \$55 million
- d. Additional qualifications are described in Section 6.0 below.

3. STATEMENT OF PROJECT SCOPE OF WORK

The District, in cooperation with the PSFA has funds to administer this project. The District has entered into a Joint Powers Agreement (JPA) with the PSFA to oversee the PSCOC work which will be applied to the project.

P24-003 New Middle School (Hobbs) Latitude: 32°45'2.59"N Longitude: 103° 9'21.15" with 126,530 GSF for 775 students, grades 6-8, this is a new site build. P21-004 Heizer MS 101 E Stanolind RD Hobbs NM 88240 with 126,530 GSF for 775 students, grades 6-8, this site is remove and replace build.

FUNDING, FEES AND SCHEDULES

The Maximum Allowable Construction Cost for this Project (MACC) stated herein, including pre-construction fees, general conditions, and contractor's fee.

MACC: \$57 Million New Middle School, \$57 Million Heizer

Funding sources (are a combination of): HMS 38.53% / PSFA 30.27%
Above allowable 31.2%

Start of Construction is expected to be in: January 2025

4. DESIGN PROFESSIONAL INFORMATION

The Owner has selected the firm noted herein as the Design professional of Record for this Project. The successful CMAR shall act on the Owner's behalf with the Design Professional to perform the pre-construction services required.

Parkhill – New Middle School /Heizer
4222 85th Street
Lubbock, TX 79423

RJ Lopez- New Middle School/ Heizer
 432-934-9294
 RLopez@parkhill.com

5. ANTICIPATED SEQUENCE OF EVENTS FOR SELECTION AND THE WORK

Approximate key project schedule milestones to be considered in preparing your Qualifications Statement are as follows.

5.1 Schedule for Selection.

Date	Description
Wednesday, June 12, 2024	Mandatory Pre-Request for Qualifications Submittal Conference:
Tuesday, June 18, 2024	Statement of Qualifications are due.
Wednesday, June 19, 2024	Request for Proposals for fee and specified general conditions sent to qualified firms.
Wednesday, July 3, 2024	Proposals are due.
Wednesday, July 3, 2024	Selection Committee Review of Proposals
Monday, July 8, 2024	Interviews held with highest ranked Offerors
Tuesday, July 16, 2024	District approve CMAR Selection.
Tuesday, July 23, 2024	CMAR Contract Awarded
Friday, August 30, 2024	Selection Committee results available for public inspection

5.2 Schedule for Design

Date	Description
Thursday, August 1, 2024	Schematic design completed.
Monday, September 16, 2024	Design Development completed.
Thursday, October 31, 2024	Construction Documents completed.

5.3 Schedule for Negotiation of the Cost of The Work, Pre-Construction Amendment, Possible Early Work Package Amendments, and GMP Amendment.

Date	Description
Friday, November 29, 2024	Negotiations concluded.
Tuesday, December 31, 2024	GMP Amendment executed.

5.4 Schedule for Subcontract Buyout and Construction.

Date	Description
Wednesday, January 15, 2025	Construction begins.
Friday, January 15, 2027	Substantial Completion
Monday, March 15, 2027	Final Completion

6. CMAR PROJECT REQUIREMENTS AND DELIVERABLES

The CMAR shall actively participate as a member of the project team with the Owner and the Design Professional beginning with providing a Statement of Probable Cost following the Programming Phase, following with design concept, constructability and value engineering reviews, and construction cost estimating at the end of the Schematic, Design Development and during the Construction Document design phases. Thereafter, the CMAR will manage subcontractor solicitation, subcontracting, construction and commissioning of the project. The purpose of these pre-construction and construction responsibilities is to provide the expertise necessary to ensure that the program objectives are realized and the project budget and schedule are met.

The CMAR shall provide pre-construction services, including, but not limited to attending and participating in design meetings with the Owner and Design Professional; identifying safe work practices and requirements for construction; assessing and recommending site logistics requirements; recommending phasing and sequencing of the work; construction scheduling; cost estimating; assessing alternative construction methods and products for Value Engineering and life cycle cost considerations; and, participating in the Owner's phased design and construction document reviews.

The CMAR shall propose a Guaranteed Maximum Price, which shall be the sum of the following:

- Estimated Cost of the Work,
- Preconstruction Fee
- Early Work Packages as Necessary
- Proposal for Specified General Conditions
- Construction Manager's Fee

CMAR shall indicate the percentage of the Guaranteed Maximum Price that it will perform with its own work forces.

The CMAR, in cooperation with the Owner, shall seek to develop subcontractor interest in the project, conduct pre-bid or pre-proposal meetings, advise the Owner about bidding or proposals, evaluate submissions by responsible bidders and Offerors, and enter into subcontracts for the execution of the Work.

The CMAR shall manage and perform the duties for the Work.

7. OWNER/PROJECT CONTACT

Any questions concerning the procurement process for this Request for Qualifications shall be submitted to the procurement contact as listed below. Technical questions regarding the scope of work shall also be submitted to the procurement contact who will relay those questions to the appropriate party, District Representative and/or the PSFA Regional Manager. This is for the purpose of tracking all questions and answers for distribution to all Offerors and the procurement file.

For questions regarding the procurement, technical, evaluation, and award process:

Jessica Alvarado
1515 E Sanger
Hobbs, NM, 88240

575-433-0100 Ext:3043
alvaradoj@hobbsschools.net

8. DEFINITIONS OF TERMINOLOGY

This section contains definitions that are used throughout this CMAR procurement process, including appropriate abbreviations.

“Construction Manager at Risk” or **“CMAR”** means a person who, pursuant to a contract with a governing body, provides the preconstruction services and construction management required in a CMAR delivery method.

“CMAR delivery method” means a construction method for an educational facility wherein a CMAR provides a range of preconstruction services and construction management, including cost estimation and consultation regarding the design of the building project, preparations and coordination of bid packages, scheduling, cost control, value engineering, and while acting as the general contractor during construction, detailing the trade contractor scope of work, holding the trade contracts and other subcontracts, pre-qualifying and evaluating trade contractors and subcontractors and providing management and construction services, all at a guaranteed maximum price for which the CMAR is financially responsible. The CMAR must submit a Proposal Bond with their Offer, and shall submit Payment and Performance Bonds for Construction, as may be required per final contract.

NOTE: By definition, CMAR services cannot duplicate the services of the Design Professionals for a project, but may, at the Owner’s direction, have input in the project.

“Contract” means an agreement between a state agency or school district and a New Mexico licensed contractor for the work covered by this RFP.

“Contractor” means successful Offeror awarded the contract that holds the appropriate, current State of New Mexico general contractor license designation.

“Department of Finance and Administration” or **“DFA”** is the cabinet agency with central accounting authority and responsibility, which issue payments for work performed under this RFP involving PSCOC funding.

“Design Professional” means a registered architect or engineer licensed to do business in the State of NM.

“Determination” means the written documentation of a decision of the District and/or the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains. Section 13-1-52, 13-1-111, NMSA 1978.

“Educational facility” means a public school, including a locally chartered or state-chartered charter school or a facility of a state educational institution listed in Section 6-17-1.1 NMSA 1978.

“Entity” means the District (local public body) for the purposes of Section 13-1-67, 13-1-99, para. J and 13-1-111, NMSA 1978 that is requesting proposals.

“GMP” means Guaranteed Maximum Price and is the maximum amount to be paid by the governing body for the construction of the educational facility, including the Cost of the Work, the general conditions and the fees charged by the CMAR. The final contract price agreed upon by the Owner and the Contractor shall be the amount stated in the Agreement Between Owner and CMAR for Construction and General Conditions for Construction, PSFA Version 1.0 with negotiated amendments.

“Governing body” means the Public School Facilities Authority if the authority is the using agency that requires construction of an educational facility; a local school board, a charter school, or any state educational institution if that governing body is the using agency that requires the construction of an educational facility.

“Maximum Allowable Construction Cost” or **“MACC”** means the amount that is set by the Owner and represents the total sum available for the Cost of the Work, the CMAR Fee, and General Conditions, excluding gross receipts tax, but may include furnishings, fixtures and equipment. MACC shall not include professional fees, testing fees, Owner’s project contingency funds, acquisition costs or other soft costs.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“Owner” is the District, or if PSCOC funds are appropriated for the project, the PSFA shall be named as Co-Owner.

“Proposal” is the Offerors response to the RFP.

“Public School Capital Outlay Council” or “PSCOC” is the body with responsibility to approve allocations for public school capital outlay assistance.

“Public School Facilities Authority” or “PSFA” is the agency, under the Public School Capital Outlay Council (PSCOC) charged with responsibility for overseeing projects and shall serve as the Co-Owner for work performed under this RFP.

“Request for Proposals” or “RFP” means all documents, attached or incorporated by reference, used for soliciting proposals.

“Request for Qualifications” or “RFQ” means all documents, attached or incorporated by reference, used to determine whether an Offer is responsible based on a statement of experience, ability, means and methods to fulfill the Owner requirements.

“Resident or Veteran Contractor” means an entity that has a valid resident or veteran certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

“Responsible Offeror” means an Offeror who submits a statement of qualifications and a proposal and who has furnished, where 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 described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal, which conforms in all material, respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

“Statement of Qualifications” or “SOQ” means the response to this Request for Qualifications (RFQ).

“Selection Committee” means a body constituted in accordance with Section 13-1-124.4 NMSA 1978 to perform the evaluation of Offeror proposals.

“User” means the school district staff occupying the facility or facilities, for which a project is being designed.

“User Contact” is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

The terms **“must”, “shall”, “will”, “is required”, or “are required”** identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal.

The terms **“can”, “may”, “should”, “preferably”, or “prefers”** identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the

rejection of the Offerors submittal. Rejection of the submittal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Committee Chairman.

9. EVALUATION OF QUALIFICATIONS, INTERVIEW AND PROPOSAL

- A. Selection Committee: Per statute, the Owner Selection Committee shall consist of a minimum of three (3) persons appointed by the Owner, with at least one member being a registered design professional or engineer. The Committee shall collectively possess expertise in the technical requirements of the project, construction design and contracting. The Owner may use independent consultants or agents to be on the Selection Committee, provided appropriate precautions are taken to avoid potential conflicts of interest.
- B. Evaluation Criteria: The requirements for the Statement of Qualifications, Proposals and Interview are set forth in Paragraph 5.0 of Section III. The weight the Selection Committee has assigned to each factor in their review of the qualifications and proposals is provided. The Selection Committee may, at its discretion, request additional information to determine an Offeror's responsibility if the need arises during the Selection Committee's evaluation of qualifications and proposals.
- C. Licensing Requirements: Each prospective Offeror must have a current and active New Mexico Contractor's license at the time of submittal and must submit the Qualification Questionnaire and Qualification Statements with all portions completed, including any required attachments.
- D. Campaign Contribution Disclosure: Each prospective Offeror must include as part of their submittal the Campaign Contribution Disclosure Form included as Attachment 2 of this RFQ with all portions completed, including any required attachments.
- E. Submittal Completeness: Each prospective Offeror must answer all of the questions and provide all requested information on the Qualifications Questionnaire for General Contractors. Any prospective Offeror failing to do so may be deemed to be non-responsive and non-responsible Offeror with respect to the Contractor Statement of Qualifications, at the sole discretion of the Selection Committee.

II. CONDITIONS GOVERNING STEP 1 RFQ OF THE PROCUREMENT

This section of the RFQ outlines and describes the major events of the Qualifications Evaluation process and specifies general requirements.

1. RFQ SEQUENCE OF EVENTS

1.	Issue RFQ	Sunday, June 9, 2024
2.	Pre-Request for Qualifications Submittal Conference (if held*)	Wednesday, June 12, 2024
3.	Questions/Clarifications Potential Offerors to District	Friday, June 14, 2024
4.	Acknowledgement of Receipt Form Potential Offerors to District	Tuesday, June 11, 2024
5.	RFQ Amendments	Monday, June 17, 2024
6.	Deadline to submit SOQ	Tuesday, June 18, 2024
7.	SOQ Evaluations	Tuesday, June 18, 2024
8.	Notice of Short List Finalists To receive the Request for Proposal	Wednesday, June 19, 2024

2. EXPLANATION OF RFQ SEQUENCE OF EVENTS

2.1. Issue RFQ: This RFQ is issued by the District in accordance with the provisions of Sections 13-1-112 and 13-1-117, and 13-1-124.1 to 13-1-124.5, NMSA 1978.

2.2. A Pre-Request for Qualifications Conference Shall be held: The District will indicate the date, time, and location of the Conference. The purpose of a Pre-Request for Qualifications Conference is to review the RFQ documents, including the Scope of Work, Response Format, and tentative Schedule of Events. Attendance at the Pre Request for Qualifications Conference *is mandatory, however, it is highly suggested that appropriate Offeror staff attend to better understand the Owner's expectations and the conditions governing Step 1 of this procurement.

2.3. Questions/Clarifications: Between the time of issuance of the RFQ and the date for submittal listed herein, prospective Offerors shall submit in writing any questions they may have regarding any clarifications or comments regarding the RFQ, the stated Maximum Allowable Construction Cost, the stated Scope of Work, the Conditions Governing the Procurement, the Scoring Criteria, Amendments, and/or Scope of Work, or any other information that Offeror deems necessary to submit a complete and comprehensive package for evaluation, or to advise the Owner of considerations to modify this RFQ that would benefit the Owner.

2.4. RFQ Amendments: Should any amendment to this RFQ be deemed necessary between issuance of the RFQ and the Submittal deadline, it will be distributed in writing to all

Offerors of record. If an amendment requires a time extension, the Submittal date will be changed as part of the written amendment.

2.5. Deadline to submit Statements of Qualifications (SOQ): Shall be at the date and time that has been set by the Owner for receipt of the SOQ. Late SOQ submittals will not be accepted. It is the Offeror's responsibility to ensure that their SOQ arrives at the appointed location and at the appointed date and time. The SOQ may be delivered early to avoid any possibility of rejection due to untimely submission. SOQ must be submitted in a sealed envelope addressed to:

Jessica Alvarado
1515 E. Sanger
Hobbs, NM, 88240

575-433-0100 Ext:3043
alvaradoj@hobbsschools.net

ANY SOQ RECEIVED AFTER THE DEADLINE IS NON-RESPONSIVE. District staff will time and date-stamp SOQ'S at the named location. A public log will be kept of the names and submittal times of all Offerors who submitted SOQ'S. If your SOQ is hand-delivered and it is determined it is late, the envelope will be time-stamped and dated, a photo copy made of the envelope with this information for the procurement file. The unopened envelope will be immediately returned to the person that hand-delivered the late SOQ.

Any SOQ delivered by mail or other common carrier that is late shall be time and date stamped, a photo copy made of the stamped envelope/mailed for the procurement file, and the SOQ shall be kept on file, unopened, until the Offeror makes arrangements for its return. The District shall not be responsible for any fees or postage to return a late SOQ.

SOQ'S will be reviewed for completeness and compliance with requirements by the Selection Committee. If any SOQ submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that determination (see Section II. 3.0.,1.).

2.6. SOQ Evaluations/Short Listing: The Selection Committee will review each Offeror's SOQ. Points will be allocated, by each member. Each Selection Committee member's point totals will be translated into a numeric ranking of all submittals. The individual Selection Committee member rankings will be totaled together and averaged to determine the overall ranking of SOQ submittals.

2.7. Notice of Finalists/Short List: Each responsive Offeror will be notified in writing as to the results of the Selection Committee's determination and all responsive offers will be sent a RFP for CMAR Fee and Specified General Conditions.

3. GENERAL CONDITIONS AND REQUIREMENTS GOVERNING THE PROCUREMENT

This Section contains general information about the process and conditions under which this RFQ is issued, as well as certain conditions governing the procurement, per the laws and regulations of the State of NM.

The District shall evaluate the SOQ’S received in response to this RFQ based upon the Evaluation Criteria included herein. The District reserves the right to divide the Project into multiple parts, to reject any and all SOQ’S and re-solicit for new SOQ’S, or to reject any and all SOQ’S and temporarily or permanently abandon the Project, should the need arise. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Offeror.

- 3.1. Protests - In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with the short-listed finalists may protest to the District’s Central Purchasing Office, with copies to the Superintendent and the PSFA (if available). The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Jessica Alvarado
1515 E Sanger
Hobbs, NM, 88240

575-433-0100 Ext:3043
alvaradoj@hobbsschools.net

The 15-day protest period shall begin on the day following the date of written notice of the statement of fact of the occurrences stated in the protest that is delivered to the District’s Central Purchasing Office. The letter shall include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

- 3.2. Incurring Cost - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any documents or material submitted in response to this RFQ shall be borne solely by the Offeror.
- 3.3. Third-Party or Subcontracting GC Contract Responsibilities – Direction of all work that may result from this procurement must be performed by the Offeror and payments will only be made to the Offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, reassignment of GC duties and responsibilities to a third party is not acceptable.

- 3.4.** Amended SOQ - An Offeror may submit an amended SOQ before the deadline for receipt of the SOQ. Such amended Submittal must be complete replacements for a previously submitted SOQ and must be clearly identified as such in the transmittal letter. District personnel will not collate or assemble SOQ material.
- 3.5.** Offeror's Rights to Withdraw SOQ - Offerors will be allowed to withdraw their SOQ at any time prior to the deadline for receipt of SOQ'S. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the District. The approval or denial of withdrawal requests received after the deadline for receipt of the SOQ shall be determined by the Chief Procurement Officer (CPO), the District Representative, and PSFA.
- 3.6.** Termination - This RFQ may be canceled at any time and any and all SOQ'S may be rejected in whole or in part when the Purchasing Manager, the District Representative, and PSFA determine that action to be in the best interest of the District and PSFA.
- 3.7.** Sufficient Appropriation - Any contract awarded as a result of this RFQ and subsequent contracting process may be terminated if sufficient appropriations or authorizations are not made available for the Project. Such termination will be effected by sending written notice to the successful Offeror. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the successful Offeror as final.
- If the determination is made that there is insufficient funding to continue or finalize a project, the successful Offeror will be compensated to the level of effort performed, as authorized by the Owner and the PSFA prior to that determination.
- 3.8.** Standard Contract - The Owner and successful Offeror will use the version current at the date of issuance of the RFQ of the State of New Mexico Public School Facilities Authority Agreement Between the Owner and the CMAR and General Conditions for the CMAR Agreement, to include Pre-Construction Amendment Template, PSFA shall have final approval and authority over any proposed modifications made through negotiations with the successful Offeror for construction of the Project. Supplementary conditions shall be modified accordingly. The Agreement and General Conditions will be sent to the short-listed Offerors as a part of the Request for Proposals process in the second step of this procurement.
- 3.9.** Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFQ and the RFP that may follow. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13 1 83 and 13 1 85 NMSA 1978.

- 3.10.** Right to Waive Minor Irregularities - The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive SOQ submittals 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 Selection Committee.
- 3.11.** Notice - The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 3.12.** Release of Information – Once a final contract for CMAR services has been awarded, the Selection Committee shall make the names of all Offerors and the names of all Offerors selected for interview available for public inspection along with the Selection Committee’s final ranking and evaluation scores. Offerors who were interviewed but not selected for contract award shall be notified in writing within fifteen days of the award.
- 3.13.** Clarifications from Offerors - The Selection Committee Chairman or designee, after review of the SOQ submittal may request clarifications on information submitted by any and all Offerors.

III. RESPONSE FORMAT AND ORGANIZATION

1. REQUIREMENTS FOR THE STATEMENT OF QUALIFICATIONS

Each respondent must reply to the questions/tabs below in the order listed. Brevity is preferred. Pay attention to specific requests for information. The submittals shall be organized in a manner that will enable the CMAR Selection Committee to quickly access pertinent information.

2. NUMBER OF RESPONSES

Offerors shall submit one (1) original SOQ package and five (5) identical copies of their SOQ for the Selection Committee's use. The copies will be submitted with the original in the SOQ Package. The Owner will retain the original response for the procurement file. The Offerors may make arrangements to pick up the extra copies of their SOQ Package after the final award is determined.

The SOQ Package shall be sealed prior to delivery, shall be clearly identified on the outside as to the name of the procurement, date and time SOQ'S are to be received, the Offeror's name, address, name of contact person and a phone number where the contract person may be reached and to avoid misplacing or premature opening of the SOQ package.

3. PAGE SIZE, NUMBER OF PAGES, BINDING, DIVIDERS, AND TABS

Statements of Qualifications (SOQ's) shall NOT EXCEED 50 PAGES IN TOTAL. Pages shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or three-ring binders. Information must be tabbed to correspond with the questions in paragraph 5.2 below.

4. DELIVERY OF RFQ SUBMITTAL

Time: All SOQ Submittal packages must be delivered in a sealed envelope. SOQ Submittal packages not received by the time and date indicated on the RFQ will not be accepted.

Hand Carried: SOQ may be hand carried to:

HMS Business Office
1515 E Sanger
Hobbs, NM, 88240

Mailed or Express/Special Delivery: SOQ'S may be mailed or shipped by express carrier (FedEx, UPS, etc.) to the attention of:

Attn: Jessica Alvarado
HMS Business Office
1515 E Sanger
Hobbs, NM, 88240

The OWNER/DISTRICT shall not be responsible for any SOQ that is mailed or shipped and not received by the appointed date and time specified in this solicitation. It is the Offeror's

responsibility to ensure that the means, place and time of delivery requested (USPS, UPS, FedEx, etc.) are adhered to.

Receipts: Receipts for any hand-delivered SOQ shall be issued by NAME (upon request).

No Other Methods of Offer Delivery Acceptable: Neither telephone, telegraphic, nor facsimile offers will be accepted.

5. EVALUATION CRITERIA AND WEIGHTED FACTORS

The requirements for the Statement of Qualifications, Proposals and Interview are set forth below.

5.1. RFQ SHORT LISTING

A maximum of 50 points are possible in scoring each Request for Qualifications. The Offeror RFQ scores will be ranked, and the ranks averaged to determine which firms shall be invited to submit a Request for Proposal, taking into consideration the appropriate in-state preference factor as follows:

5.1.1. RESIDENT OR VETERAN CONTRACTOR PREFERENCE

A resident or veteran contractor, pursuant to Section 13-1-22 NMSA 1978, shall be awarded the equivalent percent of the total possible points for the RFQ per the Resident or Veteran Contractor Certificate issued by the NM Taxation and Revenue Department. When a joint proposal is submitted by a resident and non-resident contractor, or veteran and non-resident contractor, the percentage of preference shall be reduced in proportion to the percentage of the work that will be performed by the resident or veteran contractor.

5.2. SUMMARY OF TABS FOR STATEMENT OF QUALIFICATIONS (SOQ)

Tab No.	Description	Points
Tab 1	Letter of Interest	0
Tab 2	Past Performance of the Offeror in completing CMAR project or projects with a Guaranteed Maximum Price	5
Tab 3	Past Performance in completing similar projects	10
Tab 4	Presentation of the Project Team	10
Tab 5	Concept of the Proposal	15
Tab 6	Ability of the Offeror to meet time and budget requirements	3
Tab 7	Offeror’s experience and utilization of subcontractors and material suppliers in New Mexico	5
Tab 8	Recent, current and projected workloads	2
MINIMUM SCORE FOR STATEMENT OF QUALIFICATIONS		50

5.2.1. DESCRIPTION OF SOQ EVALUATION CRITERIA

Tab 1 - Letter of Interest:

Offerors shall submit a letter of interest signed by a Principal of the firm. The letter of interest shall be no more than two (2) pages long. The letter of interest shall accompany the completed Qualifications Questionnaire, Attachment 1 to this RFQ, and shall indicate the type and percentage of work the Offeror would propose to perform with its own forces. The completed Campaign Contribution Disclosure Form, Attachment 2 to this RFQ, shall also be attached to the Letter of Interest.

Tab 2 - Past Performance of the Offeror in completing CMAR projects or projects with a Guaranteed Maximum Price. (5 points)

What has been the experience of your firm in completing CMAR projects or projects with a Guaranteed Maximum Price? Provide a list of five completed projects. For each project provide the duration of construction, the final cost, a reference who is familiar with your firm’s performance on the listed project, and note if any of the individuals named in your project team for the PROJECT below participated as members of the project team on the listed project.

Tab 3 - Past Performance in completing projects similar to (PROJECT NAME). (10 points)

What has been the experience of your firm in completing projects of a similar size and type to the PROJECT? Provide a list of five completed projects. For each project listed provide the duration of construction, the final cost, a description of the pre-construction services performed by your firm, a reference who is familiar with your firm’s performance in completing the project and note if any of the personnel presented in your project team for the PROJECT participated as members of the project team for the listed project.

Tab 4 - Presentation of the Project Team. (10 points)

Describe the organization that you feel is appropriate for the PROJECT during the preconstruction, procurement, construction and closeout phases. Identify the personnel or consultants that will serve in those roles and provide the qualifications, experience and hourly rate (for preconstruction services) for each.

Tab 5 -Concept of the Proposal. (15 points)

Discuss the major challenges you envision the Project Team will encounter in completing the work for the **New Middle School Hobbs P24-003/Heizer MS P21-004**. How would your firm address those challenges? In addition, provide your firm’s plan to address the following contractual responsibilities of the CMAR:

- 1) Preconstruction Services, including estimating, scheduling, constructability reviews, logistics planning and value engineering;
- 2) Any Early Work Packages that might be advisable;
- 3) Procurement Management including developing subcontractor interest, conducting pre-bid or pre-proposal meetings, pre-qualifying subcontractors and

suppliers, receiving and evaluating bids and proposals, and entering into contracts;

- 4) Construction Management Services including services to ensure a quality product is delivered on time and within budget;
- 5) Safety and Site Management including the services to be rendered and plans to be developed in connection with worker safety, hazardous material control, fire protection, emergency medical response and site security;
- 6) Quality control and start-up services to ensure that all building systems are in full operation at substantial completion; and,
- 7) Project Closeout Services to ensure that as-built documentation is accurate, maintenance and operation manuals are complete, warranty and guarantees are provided and District personnel are trained in the maintenance and operation of the facility.

Tab 6 - Ability of the Offeror to meet time and budget requirements. (3 points)

Provide the following additional information for each of the five projects listed in your firm’s response to Tab 2 above:

- 1) Owner’s original construction estimate;
- 2) Original guaranteed maximum price;
- 3) Final Contract Cost;
- 4) Original completion date; and,
- 5) Actual date of Substantial Completion.

Tab 7 - Offeror’s experience and utilization of subcontractors and material suppliers in New Mexico. (5 points)

Demonstrate your firm’s experience in successfully completing construction projects in the general area of the PROJECT. Indicate your firm’s familiarity with the local labor market and capability in developing viable pricing alternatives working with subcontractors and suppliers owned and operated by New Mexico residents.

Tab 8 - Recent, current and projected workloads. (2 points)

What has been your firm’s annual volume (in dollars) of construction for the past five years? What is your firm’s anticipated volume for the current year and what is your plan for the next two years? How would your firm’s participation in the PROJECT affect that plan?

5.3. REQUEST FOR PROPOSALS

Once the Qualifications Statements are evaluated and scored (possible 50 points total), the successful Offerors will be sent the Request for Proposals which includes the “Proposal of

CMAR Fee and Specified General Conditions Form”, hereinafter referred to as the “Proposal Form” for the project, as well as the Proposal Bond Form. The Proposal Form is assigned a total of fifteen (15) points.

Offerors will state the Contractor’s Fee as a percentage and multiply it by the estimated Cost of the Work dictated in the RFP to determine a single lump sum number for the dollar amount for CMAR Fee. The dollar amount of the CMAR Fee will be added to the proposed amount for Specified General Conditions Work to determine the Offeror’s Total Proposal amount. The Offeror’s Total Proposal will be evaluated as follows:

The Offeror’s Total Proposal Score will be determined by dividing the Low Conforming Proposal by the Offeror’s Total Proposal and multiplying the result by fifteen (15):

$$\text{Low Conforming Proposal} / \text{Offeror's Total Proposal} \times 15 = \text{Offeror's Score}$$

5.4. INTERVIEW

After evaluating the Statements of Qualifications received in response to this Request, and after receiving and scoring the Proposals described in paragraph 5.3 above, the Selection Committee will rank the Offerors and invite up to three of the highest ranking Offerors for interviews.

Should your firm be invited to an interview, questions will be directed to your proposed Project Team. At a minimum, the corporate executive dedicated to the project, the project manager, the project superintendent, and other key individuals responsible for pre-construction services and safety during construction must be in attendance. In addition to presenting their qualifications, experience and approach to the project, the Project Team will be expected to respond to questions from the Selection Committee as well as to additional questions that may be posed in the letter inviting your firm to the interview.

$$\text{Maximum Score for the Interview} - 35 \text{ points}$$

5.5. FINAL SELECTION

After conducting interviews with the three highest-ranked Offerors and after considering the requirements for selection listed above, the Selection Committee will individually score each of the Offerors interviewed. The Selection Committee will then rank the Offerors to determine which Offeror would be the most advantageous to the Owner for selection. In ranking the Offerors, sixty five percent (65%) weight will be applied to the sum of the individual rankings derived from the RFQ and RFP scores and thirty five percent (35%) weight will be applied to the sum of the individual rankings derived from the interview scores.

The most qualified Offeror will be sent a proposal for Preconstruction Services. If the District is successful in negotiating an agreement for preconstruction services with the

highest-ranked Offeror that it believes is fair and reasonable, a contract will be awarded to that Offeror.

Should the District be unable to negotiate a contract with the Offeror initially identified as the most qualified that the District, within its sole discretion, determines to be fair and reasonable, the District will terminate its negotiation with the highest ranked Offeror. The District shall then undertake negotiations with the second most qualified Offeror as determined by the Selection Committee. If the District is unable to negotiate a contract with the second most qualified Offeror that the District, within its sole discretion, determines to be fair and reasonable, negotiations with that Offeror shall be formally terminated. The District shall then undertake negotiations with the third most qualified Offeror as determined by the Selection Committee. Should the District be unable to negotiate a contract with any of the Offerors recommended by the Selection Committee that the District, within its own discretion, determines to be fair and reasonable, additional Offerors shall be ranked by the Selection Committee and the District shall continue negotiations until a contract is signed with a qualified Offeror or the procurement process terminated.

6. RELATIONSHIP AND OBLIGATIONS OF THE PARTIES

The CMAR accepts the relationship of trust and confidence established with the Owner and PSFA by the Agreement referenced in Section II, paragraph 3.0, subparagraph 8 above and covenants with the Owner and PSFA to furnish the CMAR’s greatest skill and judgment and to cooperate with the Design Professional in furthering the interests of the Owner and PSFA. The CMAR shall furnish construction administration and management services and use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of the Owner and PSFA. The Owner and PSFA shall endeavor to promote harmony and cooperation among the Owner’s Design Professional, CMAR and other persons or entities employed by the Owner and PSFA for the Project.

7. NEGOTIATION OF THE ESTIMATED COST OF THE WORK AND ESTABLISHMENT OF THE GUARANTEED MAXIMUM PRICE.

When the Owner, PSFA, and the CMAR mutually agree that drawings and specifications are sufficiently complete for the CMAR to provide a Guaranteed Maximum Price for the Work that includes the Estimated Cost of the Work including any modifications to the MACC in accordance with Article 7 of the General Conditions of the CMAR Agreement, the CMAR shall provide an estimate of the Cost of the Work to the Owner and PSFA for review and negotiation.

If the CMAR and the Owner mutually agree on the amount the CMAR has proposed or if they agree on another amount, the estimated Cost of the Work as agreed shall become the Estimated Cost of the Work for the project. The Guaranteed Maximum Price shall be the sum of the Preconstruction Fee, the Estimated Cost of the Work and the Contractor’s Fee and Specified General Conditions as proposed. The CMAR shall provide a payment and performance bond

in the amount of the Guaranteed Maximum Price, whereupon, the Owner and the CMAR will execute an Amendment to the CMAR Contract revising the Contract Sum to the full amount of the Guaranteed Maximum Price (GMP Amendment).

8. PROPOSAL GUARANTEE

Firms that are selected to participate in the second step of the process as described in Section 5.3 above shall furnish a proposal bond in the amount of 5% of the MACC as required by Section 13-1-146 NMSA 1978.

9. NOTIFICATION OF RFQ OFFERORS

The Owner shall notify all Offerors of the Selection Committee’s final rankings of Step 1 by certified letter.

10. GENERAL RESPONSE INSTRUCTIONS AND INFORMATION

Your SOQ shall be prepared SIMPLY AND ECONOMICALLY, providing straightforward, CONCISE description of the respondent’s ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner’s needs.

10.1. Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete SOQ’s will be considered non-responsive and subject to rejection.

10.2. Offeror shall prepare and develop SOQ at the sole expense of the Offeror.

10.3. SOQ’s that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

10.4. The SOQ responses for the Three-Step process shall be kept confidential until a final contract is awarded. The CPO will not disclose or make public any pages of an SOQ which the Offeror has stamped or imprinted with these words subject to the following requirements:

Proprietary or confidential data shall be readily separable from the SOQ or the Proposal submitted in response to the RFP in order to facilitate eventual public inspection of the non-confidential portion of the SOQ or Proposal. Confidential data is normally 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 [§57-3A-1 to 57-a)7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated s proprietary or confidential information.

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

- 10.5.** Failure to comply with all requirements contained in this RFQ may result in the rejection of an Offeror's submittal.
- 10.6.** Receipt of an addendum of the RFQ by an Offeror must be acknowledged in the SOQ transmittal letter.
- 10.7.** An SOQ may be modified or withdrawn in person at any time BEFORE the scheduled opening of SOQ, provided a receipt for the withdrawn SOQ is signed by the Offeror or the Offeror's authorized representative. The Owner reserves the right to request proof of authorization to withdraw an offer.