

**VALENCIA COUNTY**  
**STATE OF NEW MEXICO**  
**REQUEST FOR PROPOSALS**  
**DESIGN-BUILD PROCUREMENT**  
**VALENCIA COUNTY HOSPITAL**



**AMENDMENT #1**

RFP #VCR-FY23-031

**VALENCIA COUNTY PURCHASING**

444 Luna Avenue  
Los Lunas, NM 87031

Issue Date  
February 19, 2023

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**I. ADVERTISEMENT**

**VALENCIA COUNTY  
Request for Qualifications-Based Proposals and Best Value Selection for  
Design Build Project Delivery Services  
Valencia County Hospital  
RFP # VCR-FY23-031**

Valencia County (County) is requesting proposals from licensed, qualified Offeror's to provide Design Build Delivery Services based upon the Scope of Work outlined in this Request for Qualifications Based Proposal (RFP). All potential Offeror's are to read, understand and accept the requirements of this RFP. All proposals submitted shall be valid for ninety (90) days subject to action by the County. The County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals shall be received by **2:00 p.m. (MDT) on April 21, 2023**, at the Valencia County Purchasing Division, 444 Luna Avenue, Los Lunas, New Mexico 87031. By submitting a proposal for the requested services, each Offeror is certifying that it is a qualified firm, and its proposal complies with regulations and requirements stated within the Request for Proposals. A Mandatory Pre-Proposal Conference will be held on **March 15, 2023 at 1:30 p.m. (MDT)** in person at the Valencia County Purchasing Office located at 444 Luna Avenue, Los Lunas, New Mexico 88071. Attendance at the Pre-proposal conference is mandatory and is a pre-requisite to submitting a proposal.

**EQUAL EMPLOYMENT OPPORTUNITY:** All qualified Offeror's will received consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical conditions, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Mr. Rustin Porter, Purchasing Agent, at 444 Luna Avenue, Los Lunas, New Mexico 87031, or by telephone at (505) 866-2005, or by email at [rustin.porter@co.valencia.nm.us](mailto:rustin.porter@co.valencia.nm.us) or via the County website at <https://co.valencia.nm.us/216/Purchasing>

**PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY VALENCIA COUNTY.**

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## II. INTRODUCTION

### A. PURPOSE OF THE REQUEST FOR PROPOSALS

The County of Valencia, State of New Mexico, on behalf of the Valencia County Board of County Commissioners, seeks sealed proposals from Design-Build Teams to provide Design and Construction Services for the Valencia County Hospital (Project) by utilizing a Best Value Selection (BVS) based upon the Scope of Work described below.

The BVS is a two-step, or two-phased competitive procurement approach. In Phase I, a short list of the most highly qualified Design-Build Offerors results from a qualifications-based competition. In Phase II, the Owner issues technical performance criteria and other project requirements to the short-listed teams, as the second step or second phase of this RFP. Each short-listed Offeror will respond with a qualitative proposal and firm price. The Owner will employ the same evaluation members and system that appropriately balances qualitative features and price. The Owner reviews each qualitative proposal and price, and makes a selection based upon an integrated assessment of what constitutes the “best value” (combination of qualitative factors and price) for the County.

All potential Offerors are to read, understand, and accept the requirements of this Request for Qualification-Based and Best Value Selection (RFP). It is the County’s intent to select the most qualified Design-Build Delivery Team using a **two-phased selection process** for Contract Award.

### B. SCOPE OF PROCUREMENT

The Scope of Procurement consists of design, site-preparation, and construction of an acute care hospital as specified herein. This procurement will result in a single source award. Contract Award is expected on or about **July, 2023**.

1. The site of the hospital is within Valencia County and will not be disclosed until Phase II of this procurement process. It is anticipated that the site will be a minimum of ten acres, situated within Valencia County, along a collector road, and will have sufficient public water, power, sewer, natural gas, digital fiber, is geotechnically suitable, and will not have had any findings on its Phase I environmental.

2. The anticipated programmed space matrix for the hospital is as follows:

- Public spaces - 1,500 sf
- Inpatient Unit (15 beds) - 8,500 sf
- Emergency Department - 7,500 sf
- Operating rooms - 6,200 sf
- Radiology - 1,300 sf
- Pharmacy - 800 sf

- Lab - 800 sf
- Dietary - 2,000 sf
- Clinical support spaces - 1,000 sf
- Ancillary support spaces - 2,000 sf
- Staff support spaces - 2,000 sf
- Mechanical/IT - 1,500 sf
- **Total estimated sf - 35,100 sf**

#### C. PROCUREMENT MANAGER

The County of Valencia has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. 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 County employees do not have the authority to respond on behalf of the County of Valencia.

**Mr. Rustin Porter, Purchasing Agent**

[rustin.porter@co.valencia.nm.us](mailto:rustin.porter@co.valencia.nm.us)

Delivery Address:

444 Luna Avenue

Los Lunas, NM 87031

Mailing Address:

P.O. Box 1119

Los Lunas, NM 87031

Phone: 505-866-2005

FAX: 505-866-2424

Note: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Mr. Rustin Porter at the delivery address above.

Any inquiries or requests regarding this procurement must be submitted in writing to the Procurement Manager named above. ***Any contact or communication with any other County staff, outside of this Purchasing Office regarding this procurement may be grounds for disqualification.***

#### D. MAXIMUM ALLOWABLE CONSTRUCTION COST

The Maximum Allowable Construction Cost including all required professional design services (MACC) for this project (all phases) is \$40,000,000 exclusive of New Mexico Gross Receipts Tax (NMGRT).

#### E. SCHEDULE OF SERVICES

As a Design-Build project allows the use of multiple concurrent elements, the goal of the project is to have the entire project (all phases) complete by March 2025. The County intends to work with the selected Offeror and develop a project / construction schedule in phases.

#### F. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below:

1. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
2. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Valencia shall be a named additional insured on the policy.
3. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
4. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.
5. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, § 41-4-1 through 41-4-29, as amended), and the New Mexico Civil Rights Act (NMSA 1978, Sections 41-4A-1 to -13, as amended), Contractor shall increase the maximum limits of any insurance required herein to cover such exposure.

Please refer to the attached SAMPLE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN BUILDER for the insurance requirements for this project.

Included by reference, AIA A141-2014 Standard Form of Agreement Between Owner and Designer-Builder.

#### G. DEFINITIONS AND TERMINOLOGY

This Section contains definitions and abbreviations that are used throughout the Request for Qualifications Based Proposal (RFP), including appropriate abbreviations.

**"AIA"** means the American Institute of Architects.

**"ATC"** means Alternative Technical Concepts.



**“Architect”** means a member of the Design Build Team who is a New Mexico licensed Architect and is responsible for the Architectural.

**“BCC”** means the elected Board of County Commissioners whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County government.

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

**“Construction Contractor”** means a member of the Design Build Team who is a New Mexico licensed General Contractor and is responsible for the Construction Services and who will sign the Contract.

**“Contract” or “Agreement”** means a written agreement between the County (the Owner) and a firm for the work covered by this RFP.

**“County”** means Valencia County.

**“Design Build Project Delivery System”** means a procurement process by which the County contracts with one firm who has the responsibility for the design, construction and delivery of a project under a single contract with the County.

**“Design Build Team” or “firm”** as the terms are used herein, are synonymous with one another and, within the broad definition mean any offeror, who may be a person, a legal entity, a consortium of experts, a joint venture, a team of persons who, through partnership, general of limited or other legal entity, corporation, association, other organizations, or any combination thereof, formally organized so that it may submit a qualified offer in response to a request for proposal and, as a result, who may be considered for a Contract Award for a design build project delivery systems with a Using Agency / Owner. No distinction is made between formally organized design build firms and a project-specific design build firm.

**“Determination”** means the written documentation of a decision by the Chief Procurement Officer including findings of fact supporting a decision. A determination becomes part of the procurement file.

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

**“Evaluation Committee” or “Selection Committee”** means a body appointed by the County to perform the evaluations of Offeror proposals. A body constituted in accordance with §13-1-121 NMSA 1978 to evaluate proposals and make recommendations and or selections of the heightened ranked Offerors based on qualifications and cost.

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

**“MACC”** means the maximum allowable construction cost which may include the estimated construction cost, the cost of design, utility connection fees, site development costs, built in equipment and furnishings, and a maximum contingency allowance of ten percent (10%).

**“Mandatory”** the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory term or factor (as opposed to desirable) of this RFP. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal. Rejection of the proposal will be subject to review of the Selection Committee and a final decision on the rejection will be made the County’s Chief Procurement Officer.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP, with the intent of providing design build services for this project. **“Owner”** as defined in the Agreement between the Owner and the Design Builder shall be Valencia County.

**“Owner Team”** means a Project Manager, the County Operations Division, County Manager’s Office, the County Planning Division, and the using agency.

**“Owner’s Representative”** means registered, professional consultant working in the capacity of advisor to the Owner in the procurement, design, and construction or the Project.

**“Procurement Specialist”** means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**“Project”** for the purposes of this solicitation means the Valencia County Hospital.

**“Project Team”** means all members of the Design Build team including all Consultants who will be responsible for the completion of the Project.

**“Purchasing Division”** means the County Central Purchasing Office.

**“Proposal”** is the Offerors phased response to this RFP.

**“Request for Qualifications Based Proposals”** or **“RFP”** means all documents including those attached or incorporated by reference, used for soliciting proposals for this Project.

**“Responsible Offeror”** or **“Responsive Proposal”** means an Offeror who submits a responsive proposal or who has furnished, when required, information and data to prove that their 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 of this RFP.

**“Responsive Offeror”** or **“Responsible Proposal”** means an offer or proposal which conforms in all material respects to the requirements set forth in the RFP as determined by the Selection Committee. Material respects of a request for proposals included but are not limited to: quality, quantity or delivery requirements.

**“Selection”** means a formal written notice by the Chair of the Selection Committee that a firm has been selected to enter into a contract for services.

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

- Submit the number of signed proposals required by the RFP;
- Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror’s intent to be bound; or
- Acknowledge receipt of an amendment involved had not effect on price, quality or quantity.

**“Using Agency”** means Valencia County and its’ departments and offices.

**“Board of County Commissioners”** (also **“BCC”**) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

**“Close of Business”** means 5:00 p.m. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

**“Contract”** or **“Agreement”** means a written agreement for the procurement of items of tangible personal property or services.

**“Contractor”** means a successful Offeror who enters into a binding Contract.

**“County”** means the County of Valencia, State of New Mexico.

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

**“Desirable”** refers to the terms “may”, “can”, “should”, “preferably” or “prefers” which identify a desirable or discretionary item or factor. (As opposed to a “mandatory” item or factor.)

**“Evaluation Committee”** means the Board of County Commissioners of Valencia County. Efforts will be made to provide the evaluation committee any necessary technical support in the review of the proposals.

**“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for Contract Award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

**“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.

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

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

**“Procurement Manager”** means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**“Procuring agency of the County”** means the department or other subdivision of the County of Valencia that is requesting the procurement of services or items of tangible personal property.

**“Purchase Order”** or **“PO”** means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid Contract.

**“Purchasing”** means the County of Valencia Purchasing Office or the Valencia County Purchasing Agent.

**“Purchasing Agent”** or **“PA”** means the Purchasing Agent for the County of Valencia.

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

**“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their 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 called for in this proposal.

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

**“Statement of Compliance”** and **“Statement of Concurrence”** mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

#### H. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<https://www.srca.nm.gov/parts/title01/01.004.0001.html>

- Valencia County Procurement Policy

<https://www.co.valencia.nm.us/DocumentCenter/View/497/Valencia-County-Purchasing-Policy-PDF?bidId=>

<https://co.valencia.nm.us/DocumentCenter/View/8415/exhibit-g-small-purchase-limits-PDF?bidId=>

- Valencia County Code of Ethics

<https://co.valencia.nm.us/DocumentCenter/View/496/Purchasing-Code-of-Ethics-PDF?bidId=>

### III. CONDITIONS GOVERNING THE PROCUREMENT

#### A. SEQUENCE OF EVENTS

This Section of the RFP contains the schedule governing the procurement, which describes the major procurement events and the conditions. The Procurement Manager will make every effort to adhere to the following schedule:

<b><u>Action</u></b>	<b><u>Responsibility</u></b>	<b><u>Date</u></b>
1. Issuance of RFP	Purchasing Division	February 19, 2023
2. Acknowledgement of Receipt Form	Offerors	March 3, 2023
3. Pre-Proposal Conference	Offerors Owner / Offerors / Purchasing	March 15, 2023
4. Deadline to Submit Written Questions	Offerors	March 17, 2023
5. Response to Written Questions	Purchasing Division	March 28, 2023
<b>6. Submission of Phase I Proposal (2:00 p.m.)</b>	<b>Offerors</b>	<b>April 21, 2023</b>
7. Phase I Proposal Evaluation Review	Evaluation Committee	April 25, 2023
8. Notice of Shortlisted Offeror's	Purchasing Division	April 27, 2023
9. Release of Phase II Documents to Shortlisted Offeror's	Purchasing Division	April 28, 2023
10. Phase II Mandatory Pre-proposal Conference / Site Visit	County, Offeror	TBD
11. ATC / Questions / Clarifications for Phase II	Purchasing Division / Offeror	TBD
12. Responses to Phase II Questions	Purchasing Division	TBD
13. Submission of Phase II Proposals (2:00 p.m.)	Offerors	TBD
14. Review of Phase II Proposals	Evaluation Committee	TBD
15. Interviews / Oral Presentation	Committee / Purchasing	TBD
16. Final Selection / Notice of Intent	County / CPO	TBD
17. Contract Award	County/Contractor	TBD

## B. EVALUATION PROCESS

1. **Background:** Owner will utilize a two-phase request for proposal procedure for awarding the Contract as follows:
2. During **Phase I**, the County Evaluation Committee will evaluate each Offeror's experience, technical competence; capacity and capability to perform; the past performance of the Offeror's team; and, other appropriate factors submitted by the team of Offeror in response to the RFP. Qualifications of Offeror's will be evaluated as described in Section IV.A., and a maximum of three Offerors will be short-listed in accordance with technical and qualification based criteria.
3. During **Phase II**, each short-listed Offeror will receive Phase II documents with the RFP requirements, guidelines and criteria. County will invite short-listed Offerors to submit detailed specific technical concepts and solutions, costs, and scheduling. A MANDATORY Phase II Offeror's Conference will be conducted to allow short-listed Offeror's the opportunity to submit questions of clarification. Short-listed Offeror's will be evaluated by the Selection Committee using the criteria described in Section VI.B.1. Upon completion of the evaluation process, the selection will be made and the Contract Awarded to the highest ranked Offeror.
4. The following sections describe the activities listed in the sequence of events shown in Section III A.:
  - a. Issue of RFP – This RFP is issued by the Valencia County Purchasing Division in accordance with the provisions of §13-1-119 through 13-1-124 NMSA 1978.
  - b. Pre-Proposal Conference – A Pre-Proposal Conference is scheduled to occur on the date indicated in the "Sequence of Events" in Section III.A. Questions may be submitted at the Pre-Proposal Conference and up to the deadline indicated in the "Sequence of Events" in Section III.A. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference.
  - c. Acknowledgment of Receipt Form – A potential Offeror shall hand deliver, return by facsimile or email the "Acknowledgement of Receipt Form" provided in Appendix A to be placed on the procurement distribution list. The form shall be signed by an authorized representative of the organization, dated, and returned by close of business on the date indicated in the "Sequence of Events" in Section III.A. The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.
  - d. Deadline to Submit Additional Written Questions – Potential Offerors may submit written questions regarding this RFP until the close of business indicated in the "Sequence of Events" in Section III.A. All written questions must be addressed to the Procurement Specialist listed in Section II.F and sent via facsimile or email. **Any contact with any other County staff member other than the Procurement Specialist named in this solicitation may be grounds for rejection of a Proposal.**
  - e. Response to Written Questions – Written responses to written questions and any RFP amendments will be posted to the Valencia County Purchasing Office web site (<http://www.co.valencia.nm.us/>, via the "Purchasing/Sell to County" link). Notification of such posting shall be provided to all potential Offerors that have

returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

- f. Submission of Phase I Proposal – Proposals shall be submitted in sealed envelopes, addressed to:

Valencia County Purchasing Division

RFP No. VCR-FY23-031

**Mr. Rustin Porter, Purchasing Agent**

[rustin.porter@co.valencia.nm.us](mailto:rustin.porter@co.valencia.nm.us)

Physical Address:

444 Luna Avenue

Los Lunas, NM 87031

Mailing Address:

P.O. Box 1119

Los Lunas, NM 87031

Phone: 505-866-2005

Fax: 505-866-2424

- a. ALL OFFEROR PROPOSALS MUST BE ADDRESSED AND DELIVERED TO AND RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN **2:00 p.m. (MST) April 21, 2023. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal.**
- b. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Valencia County Hospital RFP", should reference "RFP No. VCR-FY23-031" and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**
- c. A public log will be kept of the names of all Offerors that have submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to Contract Award.
6. Receipt of Proposals: The Purchasing Division will time-stamp proposals and will be held in a secure location in the Division. Proposals received after the deadline will be deemed non-responsive and will be returned unopened to the Offeror.
7. Confidentiality of Proposals: Proposals will not be opened publicly and shall not be open to public inspection until after Contract Award and conclusion of successful contract negotiations. An Offeror may request in writing non-disclosure of confidential data. Such data shall accompany the proposal and shall be readily



- separable from the proposal in order to facilitate eventual public inspections of the non- confidential portion of the proposal.
8. Non-Conforming Proposals: Proposals will be reviewed for completeness, format and compliance with the requirements of the RFP. If any proposal is deemed non-responsive by the Selection Committee, the Offeror will be notified in writing of such determination.
  9. Phase I Proposal / Shortlisting – The Selection Committee will review each proposal. Points will be allocated per **Section VII EVALUATION** of the RFP by the Evaluation Committee. Member's point totals will be translated to a numeric ranking. The Selection Committee member rankings will be totaled to determine the overall ranking of the firms. The Selection Committee shall determine the rankings without the possibility of a tie. A maximum of three firms will be short-listed.
    - a. The evaluation of proposal will be performed by an Evaluation Committee appointed by County Management. The process will take place during the timeframe indicated in the "Sequence of Events" described in III.A. During this time, the Procurement Specialist may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussion SHALL NOT be initiated by any Offeror.
    - b. The Evaluation Committee may select, and the Procurement Manager may notify finalist Offerors on the date indicated in Section III.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.
  10. Oral Presentations - Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Los Lunas, NM 87031. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.
  11. Best and Final Offers - Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.
  12. Phase II Proposal Requirements – Each shortlisted Offeror will receive Phase II Bridging Documents, to include but not limited to proposal requirements, guidelines, previously completed space programs, site, and design standards to the extent the information is known and available, previously completed archeological reports, survey documents, transportation studies, and as-built plans (as available).
  13. Phase II Mandatory Pre-Proposal Conference / Site Visit – Provides shortlisted Offerors an opportunity to discuss the details of the project criteria with the Owner's Team. **SELECTED OFFERORS ARE REQUIRED TO ATTEND.**
  14. Alternative Technical Concepts / Questions / Clarifications – Prior to submission of the Phase II proposals, shortlisted Offerors will be scheduled to present any alternative technical concepts (ATC) to the Owner that are being considered by the Offeror. In

addition, the shortlisted Offerors may contact the Procurement Specialist with questions about the scope of the project or the RFP schedule.

15. Addenda / Responses to Ph II Written Questions – If an RFP Amendment is deemed necessary, it will be issued no later than five (5) business days prior to the submission deadline. The Purchasing Division will distribute the addenda in writing to all short-listed Offerors, and posted to the County Website.
16. Phase II Proposals Due – Proposals shall be submitted in sealed envelopes, addressed to:

**Mr. Rustin Porter, Purchasing Agent**

[rustin.porter@co.valencia.nm.us](mailto:rustin.porter@co.valencia.nm.us)

Physical Address:

444 Luna Avenue

Los Lunas, NM 87031

Mailing Address:

P.O. Box 1119

Los Lunas, NM 87031

Phone: 505-866-2005

Fax: 505-866-2424

17. Receipt of Proposals – The Purchasing Division will time-stamp proposals and proposals will be held in a secure location at the Division. Proposals received after the deadline will be deemed non-responsive and will be returned unopened to the Offeror.
18. Confidentiality of Proposals – Proposals will not be opened publicly and shall not be open to public inspections until after Contract Award and conclusion of successful contract negotiations. An Offeror may request in writing, non-disclosure of confidential data. Such data shall accompany the proposal and shall be readably separable from the proposal in order to facilitate eventual public inspections of the non- confidential portion of the proposal.
19. Non-Conforming Proposals – Proposals will be reviewed for completeness, format and compliant with the requirements of the RFP. In any proposal is deemed non-responsive by the Selection Committee, the Offeror will notified in writing of such determination.
20. Interviews / Award –Notice to shortlisted Offerors will be provided to include the interview date, time, and location. The purpose of the interview is to allow the Offeror to present its qualifications, past performance, quality of proposed design solution, quality of construction approach, demonstrated response to program requirements, management plan for constructing the project, and cost and schedule. It will also provide an opportunity for the Evaluation Committee to seek clarification of the Offeror's design solution. Ninety (90) minutes will be allotted for each interview to include a thirty (30) minute question and answer session by the Selection Committee. Points will be allocated by each member of the Committee. Each member's point totals will be translated into a numeric ranking of the interviewed firms. Individual

member rankings will be totaled together to determine the overall ranking after the interview. Points received from Phase I evaluation will only be used or carried over to the Phase II evaluation in the event of a tie. All calculations of point standings shall occur during the Evaluation Committee meeting for this project with all members in attendance.

21. Notice of Intent to Award – The Procurement Specialist will notify the selected Offeror in writing of the final intent to award. This notice will include the overall rankings for the project award. At this time, the Purchasing Division will maintain at least one copy of each Offeror’s proposal. Proposals are opened for public inspection after the award and conclusion of successful contract negotiations. Any unsuccessful Offeror wishing to retrieve all copies of their proposal must do so within one (1) month after the Notice of Intent to Award.
22. Contract Negotiations – The Owner and successful Offeror will begin contact negotiations as soon as possible after the Notice of Intent to Award. If contract negotiations are not finalized within thirty (30) days after Notice of Intent to Award, Owner may terminate negotiations with the selected Offeror and begin negotiations with the next ranked Offeror based on final ranking.
23. Right to Protest and Protest Period – In accordance with § 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with a solicitation or the award of a contract may protest in writing to the Procurement Manager. Any protest by an Offeror must be timely, in conformance with, and will be governed by §13-1-172 through §13-1-176 NMSA 1978 and Valencia County Procurement Policy #401-013, Section 24. The fifteen (15) day protest period for timely Offerors shall begin on the day following Contract Award and will end at 5:00 p.m. MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent. The written protest must be submitted within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to:

**Mr. Rustin Porter, Purchasing Agent**

[rustin.porter@co.valencia.nm.us](mailto:rustin.porter@co.valencia.nm.us)

Physical Address:

444 Luna Avenue

Los Lunas, NM 87031

Mailing Address:

P.O. Box 1119

Los Lunas, NM 87031

Phone: 505-866-2005

Fax: 505-866-2424

**Protests must include the name and address of the protestant, the solicitation number, and the statement of grounds for the protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.**

#### **IV. GENERAL REQUIREMENTS INFORMATION**

This Section contains information regarding the RFP process and conditions under which this RFP is issued and how the intended project will be completed.

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Valencia County Procurement Policy (#401-01-3, Resolution 2005-68).

Acceptance of Conditions Governing the Procurement - Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (Appendix D). see Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

**Incurring Cost** – Any cost incurred by the Offeror in preparation, transmittal, presentation of Phase I proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

**Prime Contractor Responsibility** – Any contract that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime Contractor.

**Subcontractors** – Use of Subcontractors must be clearly explained in the proposal and each must be identified by name. The prime Contractor shall be wholly responsible for contract performance whether Subcontractors are used. Substitution of Subcontractors, after Contract Award, must receive prior written approval of the County Purchasing Office.

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

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

**Proposal Offer Firm** – Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

**Disclosure of Proposal Contents** – The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the 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 remaining portions of the 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 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
- If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent 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 continued prohibition on the disclosure of confidential data.

**No Obligation** – This procurement in no manner obligates Valencia County or any of its departments to enter a healthcare facilities contract with any offeror, until a valid written contract is approved by the Purchasing Agent and other required approval authorities

**Sufficient Appropriation** – 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. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

**Legal Review** – The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

**Governing Law; Venue** – This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico. Venue for any action arising out of this solicitation will lie exclusively within the Thirteenth Judicial District Court in Valencia County.

**Basis for Proposal** – Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

**Offeror's Terms and Conditions** – Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

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

**Offeror Qualifications** – 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 §13-1-83 and 13-1-85 NMSA 1978.

**Right to Waive Minor Irregularities** – The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**Change in Contractor Representatives** – The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

**Notice** – The Procurement Code, §13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kickbacks.

**County Rights** – The County reserves the right to accept all or a portion of an Offeror's proposal.

**Ownership of Proposals** – All documents submitted in response to the RFP shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

**Ambiguity, Inconsistency or Errors in RFP** – Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

**Competition** – By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

**Confidentiality** – Any confidential information provided to, or developed by, the Contractor in the performance of any agreement 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 County of Valencia.

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

**Use of Electronic Versions of this RFP** – This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

**Roles and Responsibilities of the Design Build Team** – The following general services shall be provided by the Design Build Team in connection with the Project. The Design Build Team shall at a minimum:

- Become fully informed about the Project and have the experience and ability necessary to perform the related services.
- Provide human resources, equipment and facilities necessary to furnish the required services through all phases of the Project. This shall include, but not be limited to:
  - Coordinating and working closely with the Project Manager and Owner's Representative from Valencia County.
  - Site Development and Planning.
  - Consider County and Using Agency's input on conceptual design.
  - Design development documents at 30%, 60%, 90%, and final.
  - Make presentations to and obtain feedback from County and Using Agency.
  - Prepare plans, specifications and construction documents (all materials used in construction shall meet all applicable code and regulatory requirements).
  - Obtain approval for the Project budget and Design from the County's Project Team at the completion of the various phases of design and construction document development.
  - Provide general Architectural / Engineering (A/E) supervision and contract administration during construction.
  - Provide on-site observation during construction.
  - Analyze alternatives and design the most sustainable project consistent with economic feasibility, environmental characteristics, expected life of improvement, operations and maintenance, energy conservation and state-of-the-art technology.

- Provide periodic estimate updates to assure the County that the actual construction costs remain within the Project budget.
- Perform required services in an expeditious manner to coincide with the Project schedule.
- Furnish qualified construction personnel who keep the County's team advised on A/E matters pertaining to the construction of the Project, and who will work towards the goals of obtaining results prescribed by the plans and specifications. This shall require cooperation between the County's team and the designated Project Manager with meetings on a weekly basis.
- Possess professional ethics and qualifications and represent the County in accordance with a high standard of professional conduct.
- Secure all applicable building permits.

**Roles and Responsibilities of the County's Team** – Examine documents submitted by the Design Build team and render decisions promptly to avoid unreasonable delay in the project.

- If the County observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the County to the Design Build team.

**Consultants and Subcontractors** – Since the award is made on the qualifications-based evaluation process, replacement of Consultants / Subcontractors after award of and prior to the contract execution may cause the Offeror to be disqualified. The Contractor must perform all work that may result from this RFP, and payments will be made only to the Contractor. Use of sub Consultants / Subcontractors identified in the proposal is permitted, but since the award of the contract is to be made on a qualifications-based evaluation process, subcontracting the responsibilities of the Construction Contractor portion of the work is not permitted. Use of Subcontractors must be clearly explained in the proposal, and major Subcontractors must be identified by name. The Contractor shall be wholly responsible for the entire performance whether or not Subcontractors are used.

**Termination** – This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

**Contract Terms and Conditions** – The County will utilize the AIA Document A141-2014, *Standard Form of Agreement Between Owner and Design-Build*, and Addenda containing the terms and conditions set forth by the County in Appendix E - Standard Form of Agreement between Owner and Design / Builder Lump Sum as modified by the County. It is anticipated that modifications to additional supplementary conditions will be made a part of the Agreement with the Phase II successful Design-Build Team. Any questions about the contract terms and conditions must be brought to the attention of the Procurement Specialist.



**Contract Deviations** – Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the County and the selector Offeror and shall not be deemed an opportunity to amend the Offeror’s proposal.

**Clarification from Offerors** – The Selections Committee after review of the proposals and/or interviews may request clarifications on information submitted by any and all Offerors in a written format with a specified deadline for response.

**Release of Information** – Only the Procurement Manager is authorized to release information about the Project covered by this RFP. Offerors must refer to the Procurement Manager any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.

**County Rights** – The County reserves the right to accept all or a portion of an Offeror’s proposal.

**Right to Publish** – Throughout the duration of this procurement process and contract term, potential Offerors and Contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or termination of the contract.

**Hold Harmless** – If service delivered hereunder is covered by any patent, copyright, trademark or application thereof, the Design Build Team will indemnify and hold the County harmless from any and all losses, costs, expenses, and legal fees on account of any claims or legal actions filed for infringement of such rights by the Design Build Team.

**Purchase Order** – The County will not be responsible for any service performed without its written and approved purchase order, contract or approved change undersigned by the authorized representative.

**Compliance with Applicable Laws** – The Design Build Team shall comply with all federal and state laws and regulations pertaining to work under its charge and shall bear all expenses associated with such compliance. The Design Build Team agrees to comply with state laws and rules applicable to worker’s compensation benefits for its employees. If the Design Build Team fails to comply with applicable worker’s compensation laws and rules, the County may terminate the contract. The Design Build Team will be responsible for obtaining all required insurance.

**Conflict of Interest** – The Design Build Team shall warrant that it presently has no interest and will not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of service under the award of the contract.

**Stipend** – At the conclusion of Phase II of this RFP, those short-listed firms who were not selected for contract negotiations will receive a flat stipend of **\$7,000.00 inclusive** of NMGR, payable within thirty (30) days of a written Award of Contract, notwithstanding the provisions described under “Incurring Cost”. The stipend payment may be denied if the “non-selected”, short-listed firm fails to submit an acceptable design solution with their Phase II response.

**Bid Bond** – Securing in the amount of not less than five percent (5%) of the total amount of the proposal submitted is required of each short-listed, selected Offeror. An acceptable Bond or Cashier’s Check must accompany each proposal as a guarantee that, if awarded the contract, the Offeror will enter into a contract promptly and execute the required Contract Documents. The successful Offeror’s security will be retained until they have signed a contract and furnished required Payment and Performance Bonds. The security will become part of the County as liquidated damages for delay and additional expenses caused thereby in the event that the contract is not executed and/or acceptable one-hundred percent (100%) Performance and Payment bonds are not delivered within the time set forth. The County reserves the right to retain the security of the next two ranked Offerors until the accepted Offeror enters into a contract or until forty-five (45) days after the receipt of proposals, whichever is shorter. All other security will be returned within seven (7) days of the selection announcement.

## PHASE I

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### V. RESPONSE FORMAT, ORGANIZATION, AND SPECIFICATIONS

#### A. NUMBER OF RESPONSES

1. Only one proposal may be submitted by each Design-Build Team (Offeror) for this project. Offerors shall provide
  - a. one original plus
  - b. seven (7) identical copies plus
  - c. one digital copy on CD-ROM or a thumb drive of their proposal.

#### B. PHASE I PROPOSAL FORMAT

1. The proposal shall be limited in length and format. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. If there is any question as to format requirements contact the Procurement Manager for clarification prior to submittal of the proposal.
2. Materials:
  - a. Front Cover (photos with captions cover allowed)
  - b. Divider pages (blank except for title information)
  - c. Back cover (photos with captions on back cover allowed)
  - d. Transmittal letter (two-page maximum)
  - e. Table of Contents page (one-page maximum, number as i)
  - f. Certificate(s) of Insurance (include as Attachment A)
  - g. Required Forms
3. **Proposal Organization** – All pages shall be numbered. Proposals shall be organized and tabbed in the same order as the evaluation criteria.

### VI. INSURANCE

#### A. INSURANCE REQUIREMENT FOR PHASE I

1. The minimum requirements for this RFP are:
  - a. Architects Professional Liability (Errors and Omissions): a minimum of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Please refer to the Agreement for actual requirements. With this proposal submit a certification of Insurance showing current coverage equal to or greater than what is required in this RFP.
  - b. Contractor's Commercial General Liability: a minimum of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
  - c. Umbrella Policy in the amount of \$10,000,000
2. If the Design Build Team is a joint venture and/or association, the required insurance coverage will be in the name of the joint venture or association.
3. Insurance requirements for the Phase II procurement will be published in the Phase II solicitation.

## PHASE I

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### VII. EVALUATION

Phase I of this solicitation will result in the short list of the most highly qualified Offerors based upon Phase I evaluation criteria. A maximum of three (3) firms will be short-listed to then submit Technical and Price proposals for Phase II.

#### A. SHORTLISTING

1. A maximum of 1000 points are possible in scoring each proposal for the shortlist evaluation. The Evaluation Committee will rank and score the Phase I proposals for short-listing. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

ITEM NO.	CRITERIA	MAX. POINTS
1	Specialized design and technical competence of the business, including a joint venture or association regarding the type of structure required	300
2	Past Performance, documents record of performance of the team on projects of a similar nature relative to budget and schedule, quality of work and customer satisfaction, compliance with applicable laws and regulations and safety record.	200
3	Project staffing / craft labor capabilities, reliable staffing sources, reliable project staffing	150
4	Capacity and capability of business, including any Consultants and their representatives, qualifications and locations to perform the work, including any specialized services within the time limitations.	200
5	Management plan, management and administration of the team and team Resources	50
6	Health and Safety with respect to site safety and quality assurance / quality control	50
7	Proximity, familiarity and experience with the Project area	50

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

1. Specialized Design and Technical Competence (300 points):
  - a. Vision / mission and project delivery philosophy to include expectation statements concerning:
  - b. Elements for successful partnering
  - c. Proposed Design Period Peer Technical / Administrative review by the County's Team
  - d. Brief history of firm in New Mexico
  - e. List all design Consultants and how they provide value to this project

## PHASE I

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- f. Firm's experience and ability to incorporate energy conserving and sustainable measures into project design and construction.
2. Past Record of Performance (200 points): The Evaluation Committee will evaluate the quality of the response of the Offeror's past performance. The assessment of the Offeror's past performance will be used as a means of evaluating the relative capability of the Offeror's to successfully meet the requirements of the RFP. The Offeror must provide the information requested below for past performance evaluation or affirmatively state that they possess no relevant, directly related, or similar past performance.
  - a. Design Team: submit past performance data on as many as three (3) projects that demonstrate design past performances, in performing similar in scope, size and complexity to that described in the RFP. Include design awards, customer letters of recommendation etc., with points of contact and telephone numbers.
  - b. Construction Team: submit past performance data on as many as three (3) projects that demonstrate design past performances, in performing similar in scope, size and complexity to that described in the RFP.
  - c. Include design awards, customer letters of recommendation etc., with points of contact and telephone numbers. Information on previous design-build projects where you have contracted together as a D-B Team, to include clear descriptions of the specific roles of the design and construction team Owner's project budget, final construction cost estimates, Bid Price including accepted alternates, total number and cost of Change Orders.
  - d. Explain any project difficulties and how the Offeror handled these issues.
  - e. Attach Contractor's Final Application and Certification of Payment (AIA Form G702 or equal) for these design build project.

*\*\*Offerors are cautioned that the Selection Committee will use data provided by the teaming partners as well as data obtained from other sources in the evaluation of past performance.*
3. Project Staffing (150 points):
  - a. Provide an organizational chart of key project personnel and also address how critical Subcontractors will be selected and managed.
  - b. Design Team: Submit resumes for the Design Team Project Manager, Project Architect, Design Quality Control Manager, and other key members of the design team that will be assigned to this project. Also, describe as many as three (3) previous partnering / teaming arrangements with construction teams and any Design-Build projects.
  - c. Construction Team: Submit resumes for all key personnel (PM, QCM, Safety Manager and Project Superintendent) that demonstrates technical qualifications in all disciplines required to perform work similar to that described in the RFP. Also describe as many as three (3) previous partnering / teaming arrangements with construction teams and any Design-Build projects.
4. Capacity and Capability (150 points):

## PHASE I

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- a. Information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.
  - b. Indicate relationship of the project team's current workload to the project workload of this Project and personnel in the New Mexico office.
  - c. Demonstrated ability to provide performance and labor / material payment bonds in amounts sufficient to cover the cost of the work on this Project.
5. Management Plan (50 points):
  - a. Describe processes to minimize risk and to ensure that cost, schedule and quality status issues are clearly communicated with the team and the County's team.
  - b. Firm's approach to project cost estimating and incorporation of Life Cycle Cost Analysis into design process.
  - c. Communication protocol and software to support the same.
6. Health and Safety (50 points):
  - a. Describe the processes and/or the plan to effectively and efficiently provide Quality Assurance / Quality Control and manage site safety.
  - b. Submit insurance industry standard Experience Modifier Rate for each of the past three (3) years. If there are extenuating circumstances concerning ratings, provide background information and referenced for validation.
7. Proximity to and Familiarity with Valencia County and the Project site (50 points):
  - a. Provide information relative to the project's location and how members of the project team can respond to issues at the site and with the community at large.
  - b. Indicate previous projects completed in the close vicinity of this Project.

## PHASE II

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### C. DOCUMENTS

Note: This information is tentative; the actual Phase II Proposal Requirements will be issued with Phase II of the solicitation.

1. Offeror's selected for the Phase II short-list will be notified of their selection and of the mandatory Phase II offeror's conference. The Phase II documents will be distributed to each Offeror and will include but not be limited to the following:

Section 1: Brief description of the requirements of the Phase II submission, and the general requirements for the quotes (using established wage rates, including NMGR as a separate line item, conforming to all applicable laws, etc.); listing of requirements for all communications during the Phase II proposal submission process; identification of general insurance requirements, liability and professional liability (Errors and Omissions) insurance requirements, as well as any special insurance information; bonding requirements.

Section 2: Detailed Program of Requirements documents with a breakdown of the specific Scope of Work under this Project.

Section 3: Staging area site map and specific requirements for Contractor's field office, Project Manager's field office and other logistics / staging area requirements.

Section 4: General requirements for the Project including the requirements for working in and around the project, specific requirements for project signage, and specific requirements for interfacing with the County and Using Agency staff.

Section 5: Facility Design Guidelines, which provides outline specifications to help guide the Offeror's with materials selections and setting standards of quality.

Section 6: The Bid / Proposal Form, which will require Construction Contractor's signature and will record the following:

- Lump Sum: A lump sum amount for the design and construction of the work, per the requirements of the detailed Scope of Work and all other requirements. The NMGR will be shown separately, as well as the total with the NMGR included.
- Schedule: A schedule showing the start and completion dates for all major activities and phased of the work, to include design, design reviews and approvals, permits and other agency reviews and approvals, construction by major activity, punch list and completion. This schedule will be a part of the information used in the evaluation process to select the Contractor.
- Alternates. Quoted pricing for any identified alternates with the acknowledgement that the lump sums quoted for each alternate includes all required labor, equipment, materials, associated materials and/or equipment

## PHASE II

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items, profit, overhead, fees and general conditions and design / engineering costs to provide the work in a complete and timely manner.

- Allowances: Listing of specified allowances with the acknowledgement that they are in the lump sum quoted amount, to include all associated profit, overhead, fees and general conditions, and general design / engineering costs.
- Additive and Deductive Change Orders:
- The percentage of mark-up (profit, overhead, general conditions, design and related costs) that will be applied to the Contractor's direct construction costs for any additive or deductive change order quotes and/or work.
- The percentage of mark-up (profit, overhead, general conditions, design and related costs) that will be applied to the Contractor's direct construction costs for any additive or deductive change order quotes and/or work, where the design is provided by another entity.
  - The total amount of mark-up (profit, overhead, general conditions, design, and related costs) the Contractor will allow on any Subcontractor's or supplier's direct labor, equipment, and/or material costs for any additive or deductive change order quotes and/or work.

Section 7: Owner provided information including, but not limited design guidelines, previously completed space programs, site, previously completed archeological reports, survey documents, and as- built plans (as available).

### D. EVALUATION CRITERIA

Note: This information is tentative; the actual Phase II Evaluation Criteria will be issued with Phase II of the solicitation.

1. A maximum of as many as three (3) Offeror's will advance to Phase II. Phase II will be evaluated on the Offeror's technical proposal and price proposal. Offeror's are required to submit separate technical and price proposals.
2. The success proposal will be the one that provides the best value to the County, based upon a total score calculated using the criteria listed below ("weighted criteria"). Criteria 3 and 4 below will primarily be evaluated considering the objectives stated in the project program, requirements stated in the performance specifications, service life span and guarantees, operating and maintenance costs, life cycle costs, appearance, operations fixtures and equipment.



## PHASE II

TEM NO.	CRITERIA	MAX. POINTS
1	Project Staffing (previous score as Phase I unless conditions changed)	150
2	Past Performance (previous score as Phase I unless conditions changed)	200
3	Quality of Design Solution, including technical submittals	250
4	Quality of Construction Approach	100
5	Management Plan for constructing the Project	50
6	Cost and Schedule	250

E. EVALUATION FACTORS: A brief explanation of each evaluation category is listed below:

1. Project Staffing (150 points):

- a. Offeror must indicate that conditions from Phase I have not changed, otherwise provide the following:
  - 1) Provide an organizational chart of key project personnel and also address how critical Subcontractors will be selected and managed.
- b. Design Team: Submit resumes for the Design Team Project Manager, Project Architect, Design Quality Control Manager, and other key members of the design team that will be assigned to this project. Also, describe as many as three (3) previous partnering / teaming arrangements with construction teams and any Design-Build projects.
- c. Construction Team: Submit resumes for all key personnel (PM, QCM, Safety Manager and Project Superintendent) that demonstrates technical qualifications in all disciplines required to perform work similar to that described in the RFP. Also describe as many as three (3) previous partnering / teaming arrangements with construction teams and any Design-Build projects.

2. Past Record of Performance (200 points):

- a. Offeror must indicate that conditions from Phase I have not changed) otherwise provide the following:
  - 1) The Selection Committee will evaluate the quality of the Offeror's past performance. The assessment of the Offeror's past performance will be used as a means of evaluating the relative capability of the Offeror's to successfully meet the requirements of the RFP. The Offeror must provide the information requested below for past performance evaluation or affirmatively state that it possesses no relevant, directly related, or similar past performance.
- b. Design Team: submit past performance data on as many as three (3) projects that demonstrate design past performances, in performing similar in scope, size and complexity to that described in the RFP. Include design awards, customer letters of recommendation etc., with points of contact and telephone numbers.
- c. Construction Team: submit past performance data on as many as three (3) projects that demonstrate design past performances, in performing similar in scope, size and complexity to that described in the RFP. Include design awards, customer letters of recommendation etc., with points of contact and telephone numbers.

## PHASE II

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- 1) Information on previous design-build projects to include clear descriptions of the specific roles of the design and construction team Owner's project budget, final construction cost estimates, Bid Price including accepted alternates, total number and cost of Change Orders.
- 2) Explain any project difficulties and how the Offeror handled these issues.
- 3) Attach Contractor's Final Application and Certification of Payment (AIA Form G702 or equal) for these design build project.

*\*\*Offerors are cautioned that the Selection Committee will use data provided by the teaming partners as well as data obtained from other sources in the evaluation of past performance.*

3. Quality of Proposed Design solution, including required technical submittals (250 points):

- a. Evaluation will consider conformance to the Project Program Requirements including functional organization, space allocation and functional and operational requirements as reflected in the site and building layout. Offeror is to prepare conceptual drawings and plans that illustrate the architectural image of the proposed facility. These images will show site plan, conceptual floor plan and building elevations. Unique characteristics that the Offeror is proposing shall be shown separately to clarify intent.

- 1) 168 - 250 points if proposal exceeds specified minimum performance or capability requirements in a way beneficial to the County; proposal must have more strengths and no deficiencies.
- 2) 84 - 167 points if proposal meets specified minimum performance or capability requirements delineated in the Request for Proposals; proposal must have no deficiencies but may have one or more strengths.
- 3) 0 – 83 points if proposal does not clearly meet some specified minimum performance or capability requirements delineated in the Request for Proposal, but any such uncertainty is correctable.

4. Quality of Construction Approach (100 points):

- a. Offeror is to describe the quality of products (building materials...) that have been included as part of the proposal. The discussion shall include any system enhancements to reduce life cycle costs of the building, and describe sustainable design features incorporated into the project.

- 1) 68 – 100 points if the proposal exceeds specified minimum performance or capability requirements in a way beneficial to the County; proposal must have one or more strengths and no deficiencies.
- 2) 34 – 67 points if proposal meets specified minimum performance or capability requirements delineated in the Request for Proposals; proposal must have no deficiencies but may have one or more strengths.
- 3) 0 – 33 points if proposal does not clearly meet some specified minimum performance or capability requirements delineated in the Request for Proposal, but any such uncertainty is correctable.

## PHASE II

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5. Management Plan for constructing the Project (50 points):
  - a. Offeror is to provide any enhancements to the personnel and procedures identified in the Phase I Qualification Statement.
  - b. Describe how the construction will be managed, including security and safety controls, staging areas, delivery routes, crane locations and interfaces required at the site with the Using Agency.
  - c. Address project specific criteria, risks that have been identified by the RFP and additional risks that the team has identified. State how those risks will be mitigated.
  - d. Address protocol to support optimization of sustainability principles.
    - 1) 34 – 50 points if proposal exceeds specified minimum performance or capability requirements that benefit the County; proposal must have one or more strengths and no deficiencies.
    - 2) 18 – 35 points if proposal meets specified minimum performance or capability requirements delineated in the Request for Proposal; proposal; must have no deficiencies but may have one or more strengths.
    - 3) 0 – 17 points if proposal does not clearly meet some specified minimum performance or capability requirements delineated in the Request for Proposal, but any such uncertainty is correctable.
6. Project Schedule and Cost (250 points)
  - a. Offeror is to provide its proposed schedule dates for the Public Safety Complex Phase II Renovations Project including at a minimum the following:
    - 1) Indicate critical dates and other information in sufficient detail for the Selection Committee to determine if the time frames are reasonable.
    - 2) Describe ability of the firm to deliver the project within the construction time identified.
  - b. The proposal must address Final Completion and Certificate of Occupancy by 2022, but Offeror may propose an earlier date. Points will be awarded on basis of quality of viability of the schedule presented and the extent to which completion is within such date.
  - c. The total cost will be evaluated and substantiated for reasonableness and realistic cost assessment in relation to the proposed conceptual design. Offeror may submit a price proposal that is below the MACC, but in no case should a proposal be submitted in excess of the MACC inclusive of NMGR. Lowest cost will be awarded 250 points. The following formula will be used to calculate points for each higher cost proposal:
    - 1) Lowest Cost receives 250 points.
    - 2)  $\text{Higher Cost} - \text{Lowest cost} / \text{higher cost} - \%$ , multiplied by 250 points = total points.

### END OF REQUEST FOR PROPOSALS

**APPENDIX A**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**  
**DESIGN-BUILD**  
**RFP No. VCR-FY23-031**

In acknowledgement of receipt this Request for Proposal of the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents and ending in Appendix D.

The acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than close of business on **February 28, 2023**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of the all Offeror written questions and the County's responses to those questions as well as RFP Amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to this Request for Proposal.

- ☐ Firm does intend to respond to this Request for Proposals.  
☐ Firm does not intent to respond to this Request for Proposals.

**Mr. Rustin Porter, Purchasing Agent**

[rustin.porter@co.valencia.nm.us](mailto:rustin.porter@co.valencia.nm.us)

Physical Address:

444 Luna Avenue

Los Lunas, NM 87031

Mailing Address:

P.O. Box 1119

Los Lunas, NM 87031

Phone: 505-866-2005

Fax: 505-866-2424

**APPENDIX B**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, §13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective Contractor seeking to enter 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 (2) 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 (2) years prior to the date the Contractor signs the contract, if the aggregate total of contributions given by the prospective Contractor, a family member or a representative of the prospective Contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

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

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

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

The following definitions apply:

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

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

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law of (a) a prospective Contractor, if the prospective Contractor is a natural person; or (b) an Owner of a prospective Contractor.

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

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

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

**INSERT LIST OF ELECTED OFFICIALS**

**“Names(s) of Applicable Public Official(s) if any”** For purposes of this requirement, the applicable elected public officials within the County of Valencia are BCC Chair Gerard Saiz; BCC Vice-Chair Jhonathan Aragon; Commissioners Troy Richardson, Morris Sparkman , and Joseph Bizzell; Assessor Celia Dittmaier; Clerk Mike Milam; Probate Judge Wendy Wallace; Sheriff Denise Vigil and Treasurer Ron Saiz.

DISCLOSURE OF CONTRIBUTIONS:

Contributions Made By: \_\_\_\_\_

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

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

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

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

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

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

*(Attach extra pages if necessary)*

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

Title (Position): \_\_\_\_\_

***OR***

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

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

Title (Position): \_\_\_\_\_

**APPENDIX C****CONTRACT PROVISIONS FOR NON–FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

Code of Federal Regulations
Title 2. Grants and Agreements (Refs & Annos)
Subtitle A. Office of Management and Budget Guidance for Grants and Agreements (Refs & Annos)
Chapter II. Office of Management and Budget Guidance (Refs & Annos)
Part 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Refs & Annos)

2 C.F.R. Pt. 200, App. II

**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON–FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

Effective: November 12, 2020

Currentness

In addition to other provisions required by the Federal agency or non–Federal entity, all contracts made by the non–Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non–Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part



60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research

work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

## Credits

[79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

SOURCE: Section also affected by: 69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013; Section also affected by: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

AUTHORITY: 31 U.S.C. 503

Current through Aug. 12, 2022, 87 FR 49772, except for 40 CFR § 52.220, which is current through July 28, 2022. Some sections may be more current. See credits for details.

**APPENDIX D****LETTER OF TRANSMITTAL FORM**

Items #1 to 4 **MUST EACH BE RESPONDED TO**. Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

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

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2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

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

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2023

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

**Appendix E**  
**PHASE II**  
**AIA Document A141 – 2014**  
**Standard Form of Agreement Between Owner and Design-Builder**  
**Included by Reference**