# **County of Curry**



# Request for Proposals No. 2017/18-02

# PROFESSIONAL ARCHITECTURAL SERVICES FOR CURRY COUNTY COURTHOUSE

Issue Date: April 6, 2018

Proposal Due: May 31, 2018 Time: 2:00 p.m.

Curry County Administration Office 417 Gidding St., Suite 100 Clovis, NM 88101 Attn: Finance Department/Procurement Office 575-763-6016

Proposals must be submitted in a sealed envelope that is clearly marked "RFP No. 2017/18-02 Do Not Open"

The Board of County Commissioners for Curry County, State of New Mexico is requesting competitive sealed proposals for architectural services from qualified architects and/or architectural Firms interested in providing architectural services for the remodel, renovations and/or addition of the Curry County Courthouse located at 700 North Main Street, Clovis, NM.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version must be received no later than May 31, 2018 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

#### **IMPORTANT:**

**Sealed Proposal** along with RFP number, the architect's name and address <u>MUST</u> appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (Purchasing Agent Troy Hall) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE

Troy Hall Purchasing Agent/Procurement Officer Phone – 575-763-6016 Ext. 133 Fax – 575-763-3656 thall@currycounty.org

#### APPENDIX A MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE" RFP #: <u>2017/18-02</u>

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return Appendix A. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.

All other responses will be rejected as non-responsive.

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, <u>thall@currycounty.org</u>, Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on: <u>May 10, 2018.</u>

FIRM:				
REPRESENTED BY:				
(F ADDRESS:	Printed Name & Title	)		
CITY:				
TELEPHONE:	FAX:			_
E-Mail:				
Signature of Person au	thorized to sign for	Firm		
ALTERNATE CONTAC all correspondence rela				
NAME:	Title:			
Telephone:	E-Mail Add	ess of Alternat	te Contact:	
PLACE AN 'X' ON TH TO THE PROCUREM	-	-	-	ETURN FORM
Firm DOES IN				
Firm DOES NC	T INTEND to resp	ond to this RF	P	

#### PURPOSE/GOAL

Through this project, the County of Curry intends to provide for the partial renovation of the existing Courthouse at 700 North Main Street, Clovis, NM. The purpose of the project is to create a secured point of ingress and egress from the Courthouse, provide the 9<sup>th</sup> Judicial District Court with one (1) new fully functional jury-ready courtroom, and expand the Curry County Sheriff's Office.

The Curry County Courthouse consists of an original 1936 Courthouse as well as an attached 1954 Annex Building and currently houses the Ninth Judicial District Courts and Administrative Offices as well as the Curry County Sheriff's Office. The site also houses an attached Juvenile Detention Center. Directly north of the site, in an adjacent plot, lies both the men's and women's detention centers. The site is just under one city block, or approximately 2 ¼ acres. Attached are floorplans for the first, second and third floor of the Curry County Courthouse. The Courthouse and Annex Wing are both on the National Register of Historic Places and is a landmark in the City of Clovis, with its place in the history and development of both Curry County and the City of Clovis firmly established and it is an integral component to the community.

The County is seeking an architect who can prepare a multi-phase project that will allow the County to address the main concerns with the limited funds that are currently available. The County has a contract in place with Trane U.S. Incorporated - Texas to provide a plan for heating, air conditioning and air circulation for the building at 700 N. Main Street.

The selected firm would demonstrate an understanding of and commitment to design excellence and should incorporate a cost effective design approach fully considering life cycle analysis in selection of materials and systems, a balance of innovative design while incorporating enhanced Courthouse security elements to an existing facility, traditional operating and maintenance practices including durability and ease of maintenance, layout and systems that provide safety beyond code compliance, high performance systems that provide value while protecting citizen's health and environment, and accessibility for all citizens that surpass the minimum consideration of the ADA.

# **SCOPE OF WORK**

The County is seeking an Architect to design a plan for the remodel and renovation to the existing space at the Courthouse. The County would like to contract with an architect that offers experience and a background in Courthouse and Justice design services, including security, renovations and additions, as well as expertise in evaluating user needs, providing, programming, master planning, construction documentation (to include plans and specifications), bidding and negotiations, and construction administration and post-construction consultation. The Architect must have experience working with Historic buildings as the Courthouse and Annex Wing are both on the National Register of Historic Places and the Courthouse is a landmark in the City of Clovis.

Curry County plans on contracting for General Contractor services for the construction and renovation and the Architect chosen will work closely with the General Contractor on this project and with Trane as they design and install the HVAC system. Trane will be using a VRF (Variable Refrigerant Flow) system for the Courthouse and any additions or modifications to the building will need to use or tie into the new VRF system.

The County's current Courthouse is fully functional and must remain open during normal business hours. Construction must have as minimal interference with normal operations, as possible. The project may need to be completed in phases to keep the Courthouse open during normal business hours and to ensure there are secure and accessible entrances to the building.

The scope of work to be performed will generally include, but shall not be limited to, the following:

1. Architect shall complete preliminary and concept designs to include different options and preliminary cost estimates for the county to review. If the County chooses to proceed, Architect shall prepare a complete set of schematic design drawings for the County to review. Said drawings will

include cost estimates, and printouts that can be viewed and presented to various stakeholders at meetings.

- 2. In the preliminary design drawings, the Architect shall:
  - a. Prepare and design a new security checkpoint access area at the south facing doorway of the Courthouse. This will include an enclosed entry and new doors at the area between the existing Courthouse and the Courthouse addition from the south doorway of the Courthouse and extending to the south. This enclosed area must be designed in such a manner that is capable of accommodating the flow of traffic in and out of the courthouse, including handicapped individuals, and must provide safety for the Sheriff Office personnel manning the checkpoint. The enclosed area shall be of sufficient size as to accommodate the need of the court and be designed in such a manner as to insure safe, coordinated access to the stairway to the east, the elevators to the north and the Sheriff's Office to the west.
  - b. Using the concept prepared by the Curry County District Courts Office, convert the existing space in the north-east side of the first floor of the Courthouse into a fully functioning, stand-alone jury Courtroom and Judges office.
  - c. With input from the Curry County Sheriff, convert the first floor of the west annex to the Courthouse into office space and other needs of the Curry County Sheriff's Office.
  - d. Renovations will also include additional secure space for court programs such as Drug Court, Child Support and Mediation.
  - e. These requirements are not intended to limit innovative design in optimizing the best use of the existing property.
- 3. Architect, must work and design the plans within the confines and restraints of dealing with the existing Curry County Courthouse structure including safety, security, parking, and access by the public.
- 4. Architect will also consider and include the movement of inmates in and out of the courthouse facility without direct contact with the public, witnesses and Judges.
- 5. As part of the preliminary and concept design, Architect shall conduct needs assessments; provide analysis cost and time estimates, financial and non-

financial flexibility studies to enable them to develop and deliver to County a code and historical complaint structural renovation plan.

- 6. After the Board of County Commissioners accepts preliminary architectural design that meets County's needs and falls within budgeted amount, architect shall prepare schematic design drawings for the Commission to view. Thereafter, architect will prepare, as may be approved by the Commission, design development drawings followed by final construction documents for the remodel, which will include all necessary stamped drawings for construction permits and the issuance of bids/proposals.
- 7. Architect shall assist County with pre-bid documents, the bidding phase, preparing specifications of the project and construction contracts and other documents. Architectural plans must meet all current building codes, provide ADA compliancy, and meet approval of the New Mexico Historic Preservation Division.
- 8. Architect will provide plans to the Commission, which will contain everything necessary for Curry County to bid each and every phase of the project in conformance and compliance with New Mexico Procurement Code, New Mexico Building Code and any and all other codes applicable to the project.
- 9. Architect will be required to assist County with all pre-bid and post-bid reviews and will be available as necessary to inspect the project or assist County during construction phase. Architect will be required to assist in reviewing all change orders and advising the County.
- 10. The successful architect will work with the County to help establish the budget through the design process for the project.
- 11. The successful architect shall furnish all expertise, labor and resources, in accordance with the requirements of the scope of work.

### MANDATORY PRE-PROPOSAL WALKTHROUGH

All participating architects will be required to attend a **mandatory** pre-proposal conference held on **May 2, 2018 at 10:00 a.m.** which will be held in the Administration Conference Room, at the Curry County Administration office, 417 Gidding Street, Suite 100, Clovis, NM 88101. A tour of the Curry County Courthouse will be conducted at that time.

# **REQUIREMENTS FOR PROPOSAL**

- Architects shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.
- 2. The architect with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
- **3.** Proposals shall not exceed twenty (20) printed sheet face pages exclusive of cover letter, divider sheets, proof of financial stability and all other forms included in the RFP.

# PROPOSAL PACKAGE

Proposals must include the following:

- 1. The Architect's specialized technical competence in architectural services in the design of Courthouse renovation, remodel and/or addition.
- 2. The experience of the Architects in the environmental, technical, operational and maintenance aspects of a Courthouse.
- 3. The Architect's track record on performance time and cost control aspects of projects similar to this project.
- 4. The architect's previous experience with remodeling an existing Courthouse and experience with Historic buildings listed on the National Register of Historic Places.
- 5. The number of projects that the Architect performed over the last five (5) years, if any, which exceeded initial budget figures and, overall percentage of projects, if any, within the last five (5) years the Architect has worked on that exceeded initial budget figures.
- 6. Over the last five (5) years, list the number of contracts with governmental agencies or private industries that were not completed within the original schedules and overall percentage of projects within the last five (5) years the architect has worked on that exceeded initial schedules.

- 7. The capacity and capability of the firm, to provide the work provided in the scope. This may include resumes of personnel as well as description and size of the firm.
- 8. An organizational chart showing all aspects of the firm that are needed to support the Scope of Work as described previously.
- 9. A detailed plan for how the architect will propose his or her approach to successfully complete the project described in the scope of work.
- 10.A detailed list of at least three (3) references to include contact information and a description of the project associated with each reference.
- 11. The ability of the architect to provide all the proper licensure as well as any insurance requirements as deemed necessary by Curry County.
- 12.Proof of financial stability and the condition of the Architectural Offer, such as a certified copy (notarized) of current financial report with the proposal. Such information may be marked "Confidential" so as not to be disclosed once the proposal becomes public information.

# **EVALUATION PROCESS AND SELECTION CRITERIA**

All proposals will be reviewed by the Evaluation Committee for quality and completeness. Each applicant will be reviewed and the proposal considered regarding its ability to prepare architectural plains for the remodel, renovation and/or addition of the building at 700 North Main Street, within the County's established budget and timeline. Architect must identify concepts of how they will optimize the best use for the current space and its cost effectiveness to the County. Concepts such as courtrooms, chambers, jury rooms and others unique to architecture for Courthouses are areas of concern to Curry County. Provide examples and references of projects in which the Architect stayed within established budget and timeline. Each evaluation criteria has been given a percentage based on its relative value to the scope of work as a whole. The proposals will be scored in each of the following categories using the maximum point values listed below.

- Each proposal must set forth the architect's specialized technical competence in the architectural design as demonstrated in previous similar projects to prepare, bring in within time and monetary constraints of the project for the remodel, renovation and/or addition for the existing Courthouse.
  20 Points
- Capacity and capability of the architect, ability of the architect to prepare the plans, work on the design, construction administration and assist the County throughout the project, as well as to be onsite to meet with County Personnel and site preparation as reflected in architect's response to the proposal contents previously set forth.
- Past record of performance to include projects of similar scope and size; including control of cost, quality of work and ability to meet schedules, and a list of at least three (3) contact references as reflected in proper response to the proposal contents previously set forth.
   15 Points
- 4. Capacity and capability of the architect to perform the work within time limitations established by the County. If architect will not have an office in Clovis, New Mexico, please describe in detail how applicant proposed to handle the architectural work required from a remote location. If architect is not to have a full time senior representative available in Clovis, NM, how will the applicant handle response time as needs arise during the project as reflected in architect's response to the proposal contents previously set forth.
- Plan of approach by the architect to successfully complete the project within the time and budget allowed. This should include the architect's approach to manage budget, time constraints, site preparation and assisting the county with bid documents as well as evaluation.
   10 Points
- 6. Work to be done in New Mexico. Explain the amount of design work that will be produced by a New Mexico Business within the state. **10 Points**

7. Current volume of work not 75 percent complete, proximity to or familiarity with the area in which the project site is located.

# **10 Points**

8. Financial Stability and the condition of the Architectural Offeror.

#### **5** Points

### Maximum Evaluation Score

#### **100** Points

# PROJECTED TIME (ESTIMATED)

The initial design phase (preliminary architectural design, schematic design, and design development) will begin on or around August 8, 2018 and must be completed within one hundred twenty (120) days of notice to proceed issued. Completion of final architectural plans for the remodel, stamped drawings for the construction permits and bid specifications will be ninety (90) days after approval and acceptance by County of the design development approval. The bidding phase, pre-bid and construction and execution of construction contract must be completed within one hundred twenty (120) days after approval of final architectural plans.

# FEES STRUCTURE

Successful architect:

- 1. Shall be prepared to go into negotiations for project fees prior to any work being started.
- 2. Project fee shall be negotiated based on the following:
  - a. Lump sum for: Preliminary Design and Recommendations
  - b. Fee Negotiation:
    - i. Schematic Design phase
    - ii. Design Development phase
    - iii. Construction Documents
    - iv. Bid phase
    - v. Construction Observation phase

Payment may be monthly after receipt of invoice and acceptance by the County.

# **OTHER REQUIREMENTS**

During the evaluation process, the County reserves the right to request additional information or clarification from architects. Architects/Offerors submitting proposals may be requested to make oral presentations. The County reserves the right, without prejudice to: (1) cancel this solicitation; (2) reject any and all proposals; (3) request oral interviews or additional information; (4) select the proposal that best meets the needs of the County; (5) negotiate a contract that covers selected parts of the proposal.

Once the selection committee has made their determination, the selected architectural offeror will be notified and time established for the architect to meet with County for an initial scope of work conference. Should Curry County and the selected architectural offeror be unable to agree on the fee of the project, then the County will notify the runner-up architect and begin the cost negotiation process again. This process will continue until a suitable architect and fee are determined or the proposals are rejected.

# PROCEDURE

- 1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Architects who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those architects will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with architect. If a satisfactory agreement can be reached, the contract will be awarded to subsequent architect until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.
- 2. Method of award: Award will be made to the architect whose proposal is determined to be the most professional, technically complete and in the best

interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

- 3. The County reserves the right to award this contract to the architect that demonstrates the best ability to fulfill the requirements of this request for proposal.
- 4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended architect.
- 5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

### Sequence of Events

The County Manager will make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	April 6, 2018
2.	Pre-Proposal	Curry County and	
	Conference/Site Visit	Potential Architects	May 2, 2018
	(Mandatory)		At 10:00 a.m.
3.	"Notice to Owner of Intent to	Potential Architects	
	Propose" (Mandatory)		May 10, 2018
4.	Deadline to submit questions	Potential Architects	May 15, 2018
5.	Last Response to Written	Curry County	
	Questions/RFP Amendments		
			May 23, 2018
6.	Submission of Proposal	Architect	May 31, 2018
			At 2:00 p.m.
			June 1, 2018
7.	Proposal Evaluation	Evaluation	through June 12,
		Committee	2018

8.	Selection of Finalist(s)	Evaluation	June 12, 2018
		Committee	
9.	Oral Presentation by Finalist	Architect	TBD
10.	Approve Recommendation of	County Commission	June 28, 2018
	Evaluation Committee		
10.	Negotiate and Finalize	Curry County,	June 29, 2018
	Contract	Awarded Architect	through July 13,
			2018
11.	Approve Contract	County	July 17, 2018
		Commission	
12.	Commence Services	Contract	July 18, 2018
		Architect	

### CONTRACT TERMS AND METHOD OF PAYMENT

The contract shall begin July 18, 2018 and run for a period of three (3) years thereafter, or upon completion of the Scope of Work for the project listed below, whichever comes first. The submitted proposal will be attached and become part of the contract. The successful architect will be paid during each phase of consulting, i.e. design phase and construction phase.

### **BIDDER'S CHECKLIST – REQUIRED FORMS**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent. The following documents are also required to be included in your proposal packet:

- 1. Architect's Response Form Page #22
- 2. Execution of Proposal Form page #23
- 3. Architect's Reference Form page #24
- 4. Architect's Certification and Non-Collusion Affidavit page #25
- 5. Architects Information Form page #26
- 6. Copy of Business License include with page #26
- 7. Completed W-9 include with page #26

- 8. Options, Exceptions or Variations Page #27
- 9. Resident/Veterans Preference Certification page #28
- 10. Campaign Disclosure Form pages #29-30
- 11. Proof of Insurance

# **Contractual Provisions**

The following provisions will be in any contract entered into by and between the County and the successful architect.

**<u>Amendment</u>**: This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

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

**Equal Opportunity Compliance:** The successful architect agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the architect agrees to insure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the architect is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, Architect agrees to comply with this paragraph.

### NONDISCRIMINATION STATEMENT

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be

afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at http://www.currycounty.org/dr/miscellaneous.

**<u>Applicable Laws:</u>** The contract shall be governed by the laws of the State of New Mexico

### **ADDITIONAL TERMS**

- 1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
- 2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent or Finance Director prior to the proposal opening. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent or Finance Director. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent or Finance Director. The County is not responsible for any errors or omissions contained in the architect's proposal.
- 3. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the architect of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to

request that either the entire proposal or the proposed cost of services be kept confidential.

- 4. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The architect shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are <u>not acceptable</u>.
- 5. The architect will perform all services indicated in the proposal in compliance with the negotiated contract.
- 6. Proposals that do not meet the requirements set forth may be considered non-responsible.
- 7. The County reserves the right to negotiate any and all elements of this RFP.
- 8. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
- 9. Non-Collusion: Architects, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
- 10. Curry County reserves the right to reject any proposal from any architect that has previously failed to perform properly, or complete on time, contacts of similar nature, or to reject the proposal from any architect who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
- 11.If an architect to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the architect for a period of time from entering into any contracts with Curry County.
- 12. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9<sup>th</sup> Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
- 13. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and

Contractual Terms will form part of the contract between the County and the successful architect.

- 14.All architects submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
- 15. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
- 16.Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing architects during the negotiation process.
- 17. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
- 18. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.
- 19.The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
- 20.In submitting this proposal, the architect represents the architect has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
- 21.In signing this proposal, the architect certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
- 22. The County shall negotiate a contract with the highest qualified architect as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
- 23. The architect will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:

- a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate.
- b. Workers' Compensation insurance as required by state statute.
- 24. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The architect agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the architect fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

- 25.The architect will save and hold the County harmless from all suites, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the architect or employee or agent thereof connected in any way with architect's performance under this RFP or Contract.
- 26.The architect, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
- 27. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the architect has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party's ability

to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

- 28. The architect agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
- 29.After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
- 30. The County's policy on requests for copies of proposal information <u>after</u> award is as follows:

Submit a written request detailing what information you would like to receive.

a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department 417 Gidding Street, Suite 100 Clovis, NM 88101

The fee must be paid before the information is released.

31.According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

> Finance Director Curry County Administration 417 Gidding Street, Suite 100 Clovis, NM 88101

In order to receive resident or resident veteran preference, a copy of the offer's current Resident/Resident Veteran Contractor Preference Certificate must be included in the

Proposal in addition to the Veteran Preference Certification page found in the following Request for Proposals for Events Center and Fairgrounds Professional Management Services. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit <u>http://www.tax.newmexico.gov/</u>Businesses/in-state-veteran-preference-certification.aspx.

**QUESTIONS:** Any questions concerning this Request for Proposals should be submitted to Troy Hall, Procurement Officer, (575) 763-6016, ext. 133 or <u>thall@currycounty.org</u> with a copy to Carol Pipes, cpipes@currycounty.org.

#### PROPOSAL FORM ARCHITECT'S RESPONSE FORM RFP #2017/18-02 PROFESSIONAL ARCHITECTURAL SERVICES FOR CURRY COUNTY COURTHOUSE DUE DATE: MAY 31, 2018

The services offered meet specifications:	Yes	No
Completed and attached campaign disclosure form:	Yes	No
Completed & attached veteran's preference form (if applicable):	Yes	No

# If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature	Name (Typed/Printed	d)
Company	Position	
Address	Telephone Number	FAX Number
City, State, Zip	Tax ID #	E-mail Address
State of)		
County of)		
(name),	being duly sworn, deposes	and says that he/she is
(title) of	(comp	pany) and all foregoing
Questions and all statements herein containe	d are true and correct.	
Subscribed and sworn to before me this	day of	, 2015.
N	Notary Public	
My commission expires:		
THIS PAGE MUST BE COMPLETED AND SUBM	ITTED AS A PART OF YOU	R PROPOSAL

#### PROPOSAL FORM EXECUTION OF PROPOSAL FORM RFP #2017/18-02 PROFESSIONAL ARCHITECTURAL SERVICES FOR CURRY COUNTY COURTHOUSE DUE DATE: MAY 31, 2018

DATE:	

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_\_\_ That this proposal was signed by an authorized representative of the architect.
- \_\_\_\_\_ That the potential architect has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_\_ That the potential architect agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature

Date

Typed Name & Title

#### ARCHITECT'S REFERENCE FORM RFP #2017/18-02 PROFESSIONAL ARCHITECTURAL SERVICES FOR CURRY COUNTY COURTHOUSE DUE DATE: MAY 31, 2018

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for:			
	(Co	mpany Name)	
1. Company			
City, State & Zip			
Contact Person Name			
Phone	FAX	Email	
Describe Scope of Work an	nd dates of pro	oject/service:	
2. Company			
Street Address			
Contact Person Name			
Phone	FAX	Email	
Describe Scope of Work an	nd dates of pro	oject/service:	
3. Company			
Street Address			
City, State & Zip			
Contact Person Name			
Phone	FAX	Email	
Describe Scope of Work a	nd dates of pro	oject/service:	
·	· ·		
		-	

#### PROPOSAL FORM

#### ARCHITECT'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM RFP #2017/18-02 PROFESSIONAL ARCHITECTURAL SERVICES FOR CURRY COUNTY COURTHOUSE DUE DATE: MAY 31, 2018

I \_\_\_\_\_\_\_certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this RFP #2017/18-02 Professional Architectural Services For Curry County Courthouse was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). The County reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME:

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

#### PROPOSAL FORM ARCHITECT'S INFORMATION FORM RFP #2017/18-02 PROFESSIONAL ARCHITECTURAL SERVICES FOR CURRY COUNTY COURTHOUSE DUE DATE: MAY 31, 2018

- 1. Legal Business Name:\_\_\_\_\_
- 2. Street Address:
- 3. City, State & Zip:\_\_\_\_\_
- 4. Type of Business: \_\_\_\_\_State of Registraton: \_\_\_\_\_

(Association, Corporation, Partnership, Limited Liability Company, etc.)

- 5. Name & Title of Authorized Signer:
- 6. Primary Contact:
- 7. Phone:\_\_\_\_\_ FAX\_\_\_\_
- 8. Email:\_\_\_\_\_
- 9. Company Website:
- 10. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes\_\_\_\_\_No\_\_\_\_\_ If Yes, please state the agency name, dates and reason for debarment.

#### ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

#### PROPOSAL FORM OPTIONS, EXCEPTIONS OR VARIATIONS FORM RFP #2017/18-02 PROFESSIONAL ARCHITECTURAL SERVICES FOR CURRY COUNTY COURTHOUSE DUE DATE: MAY 31, 2018

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer. (Use additional pages if necessary.)

#### 1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS

Signature

2. THERE <u>ARE NO</u> OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

Signature

#### PROPOSAL FORM RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM RFP #2017/18-02 PROFESSIONAL ARCHITECTURAL SERVICES FOR CURRY COUNTY COURTHOUSE DUE DATE: MAY 31, 2018

(NAME OF CONTRACTOR) hereby certifies the following

in regard to application of the resident veterans' preference to this procurement:

#### Please check one box only

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

#### **Resident Businesses:**

□ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

#### Resident Business/Veteran Business Certificate Number:\_

(Signature of Business Representative)\*

(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

# A valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate number must be provided in order to receive preference.

#### CAMPAIGN CONTRIBUTION DISCLOSURE FORM RFP #2017/18-02 PROFESSIONAL ARCHITECTURAL SERVICES FOR CURRY COUNTY COURTHOUSE DUE DATE: MAY 31, 2018

Pursuant to the Procurement Code, Sections 13-1-28, <u>et seq</u>., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), <u>as</u> <u>amended by Laws of 2007</u>, <u>Chapter 234</u>, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services**, **a design and build project delivery system**, **or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective of the prospective contractor submits and the prospective of the prospective contract.

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

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

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

The following definitions apply:

- "Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.
- "Campaign Contribution" means a gift, subscription, loan, advance or deposit of money

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

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

- "**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
- "**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.
- "**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: <u>Commissioners Ben McDaniel</u>, <u>Angelina Baca</u>, <u>Chet Spear</u>, <u>Seth</u> <u>Martin and Robert Thornton</u>; <u>Treasurer Debbie Spriggs</u>, <u>Assessor Candace Morrison</u>, <u>Clerk Anastasia Hogland</u>, <u>or</u> <u>Probate Judge Mark Lansford</u>.

#### DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:	
Relation to Prospective Contractor:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	
Purpose of Contribution(s)	
(Attach extra pages if necessary)	
Signature	Date
Title (position)	OR—
	GATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS the official by me, a family member or representative.

Signature

Date

Title (Position)





