

**VALENCIA COUNTY  
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS (RFP)**

**ON-CALL ARCHITECTURAL DESIGN  
SERVICES**

**VALENCIA COUNTY**



**RFP #VCR-FY22-005**

**VALENCIA COUNTY PURCHASING  
444 Luna Ave. Suite 100A  
Los Lunas, NM 87031**

**Issued: January 26, 2022**

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The County of Valencia, in accordance with Section 13-1-154.1, NMSA (2013) desires to establish multiple source contracts for professional Architectural Design Services.

All potential Offerors are encouraged to read this Request for Proposals carefully, especially mandatory requirements. It is the intent of the County to issue a multiple award in order to establish a pool of qualified firms for future projects. Each of the qualified firms will enter into a Master Agreement with the County that will allow “Task Orders for Professional Services” to be negotiated on a per project basis. A sample of the anticipated Task Order Form for Professional Services is included as Appendix B, Exhibit V.

### **B. SUMMARY SCOPE OF WORK**

All work will be assigned via Task Order by the responsible County department/Project Manager as needed. One Task Order will be issued for each individual project. Upon a County request, the Consultant will be expected to respond with a proposal for County’s consideration. Once County and Consultant have agreement on the fee, schedule, scope and definition of deliverables, and reimbursables, both parties may execute the Task Order.

Consultant/s shall provide:

1. Professional architectural, construction administration and construction management services to support a wide variety of facility improvement, new facility construction, and maintenance projects at County facilities, some of which may include Detention Facilities.
2. Work may also involve discussion and consultation with Construction Industries Division.
3. Architectural Services for Roadway work including pavement, utilities, lighting, traffic design and flows and other work as needed.
4. Architectural and engineering consulting for operations, maintenance and code compliance of facilities.
5. Consultant shall provide designs to the current code in effect at the time each project is being designed.
6. Provide condition assessments of the facilities and their systems.
7. Consultant may be required to provide cost estimates at various phases of design as needed by the County. Initially, this may be performed by the Design Team but there may be a request for estimates to be performed by a professional estimator.
8. Although actual project support requirements may vary, the anticipated projects and professional disciplines required include but are not limited to architectural, interior design, civil, structural, mechanical, plumbing, electrical, audio/visual and security technologies.

**C. CHIEF PROCUREMENT OFFICER**

The County of Valencia has designated a County Purchasing Agent 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 County Purchasing Agent in writing. Offerors may contact **ONLY** the County Purchasing Agent regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Valencia.

**Rustin Porter, Purchasing Agent**  
Valencia County Purchasing

<u>Delivery Address (Including proposal delivery):</u> 444 Luna Ave., Suite 100A // Los Lunas, NM 87031	<u>Mailing Address:</u> P.O. Box 1119 // Los Lunas, NM 87031
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Phone: (505) 866-2005

Fax: (505) 866-2424

E-mail: rustin.porter@co.valencia.nm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Rustin Porter's Delivery Address, above.

**D. DEFINITION OF TERMINOLOGY**

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

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

"Chief Procurement Officer" (also "CPO") means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"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 Chief Procurement Officer 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 a body appointed by County management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Chief Procurement Officer 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 will result in the rejection of the Offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Page" means one (1) side of an 8 ½ X 11 inch sheet of paper. One (1) 8 ½ X 11 inch sheet of paper printed on both sides constitutes two (2) pages. (See, however, Section III.C for the one exception to the 8 ½ X 11 inch page size limitation.)

"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 Chief Procurement Officer.

"Purchasing Agent" or "PA" means the Chief Procurement Officer 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, affirmative statement by the Offeror in their proposal, that they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE] Company agrees to comply with this requirement.”, “The [NAME HERE] Company concurs with this requirement.” and The [NAME HERE] Company agrees to participate as required.”

## E. PROCUREMENT LIBRARY

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

**- New Mexico Procurement Code**

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

**- Valencia County Procurement Policy**

[http://www.co.valencia.nm.us/departments/finance/pdf/R05\\_68A\\_ProcurementPolicy.pdf](http://www.co.valencia.nm.us/departments/finance/pdf/R05_68A_ProcurementPolicy.pdf)

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

### A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Chief Procurement Officer (CPO)	January 26, 2022
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	February 4, 2022
3. Deadline to Submit Questions	PO	February 16, 2022
4. Response to Written Questions/ RFP Amendments	CPO	February 23, 2022
5. Pre-Proposal Conference	CPO, PO	March 3, 2022
<b>6. Submission of Proposal</b>	<b>Offerors</b>	<b>March 23, 2022</b>
7. Proposal Evaluation	Evaluation Committee (EC)	March 24-25, 2022
8. Notification of Finalists (If desired)	EC	To Be Determined
9. Best & Final Offer (If requested)	Offerors	To Be Determined
10. Oral Presentations (If requested)	Offerors	To Be Determined
11. Contract Negotiations (If needed)	Tentative winner/County	To Be Determined
12. Contract Award*	Purchasing Agent/BCC*	April 6, 2022
13. Protest Deadline	Offerors	April 21, 2022
<b>Start of Performance</b>		<b>Estimated May 1, 2022</b>

\*Contract award is subject to approval of the Board of County Commissioners.



## B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

### 1. Issue RFP

This RFP is being issued by the Valencia County Chief Procurement Officer on behalf of Valencia County Public Works Department.

### 2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the attention of Rustin Porter, Chief Procurement Officer, by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

### 3. Deadline to submit written questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 5:00 PM MST on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the County Purchasing Agent (See Section I, Paragraph C.)

### 4. Response to written questions/RFP Amendments

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 Department/ “Doing Business with Valencia 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.

### 5. Pre-Proposal Conference –

A Pre-Proposal Conference are scheduled for **9:30 A.M. on March 3, 2022, at the Valencia County Commission Chambers, 444 Courthouse Rd., Los Lunas, NM 87031**. Potential Offerors are encouraged to submit written questions in advance to Rustin Porter above. The identity of the organization submitting the question(s) will not

be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference. Attendance at the Pre-Proposal Conference are not prerequisites for submission of a proposal but is highly recommended as questions will be answered.

#### 6. Submission of Proposal

**OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE COUNTY PURCHASING AGENT OR DESIGNEE NO LATER THAN 2:00 PM MSDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the County Purchasing Agent at the delivery address listed in Section I, Paragraph C. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the “Valencia County Architectural Design Services” RFP and should reference “RFP #VCR-FY22-005.” Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

#### 7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the County Purchasing Agent may at his/her option may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; please note proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

#### 8. Notification of Finalists

The Evaluation Committee may select and the Chief Procurement Officer may notify finalist Offerors on the date indicated in Section II.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.

#### 9. 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.

## 10. Oral Presentations

Finalists may be required to attend and participate in an oral presentation on the date(s) indicated in Section II.A (Sequence of Events), above.

## 11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

## 12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will authorize the award of contracts on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

Any contract awarded shall be awarded to the Offeror(s) whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP.

## 13. Multiple Award

The County reserves the right to issue multiple awards based on the estimated budgetary values shown below. The firms with the highest overall ranking from the shortlist after interviews, if applicable, will be recommended for award.

The selected firms will be submitted to the County Commission for approval of award for the applicable categories of work. The County will then enter into single Master Professional Architectural Design Services Agreements.

When professional services are required for a “specific project,” the following procedures shall apply:

Firms awarded under this RFP may be required to submit a two (2) page supplemental proposal to an Evaluation Panel. The supplemental proposal will describe the firm’s technical approach, key personnel qualifications and experience, and capability to perform within the County’s required timeframes. The Evaluation Panel will evaluate the supplemental proposals submitted by the awarded firms and select the most qualified firm for that specific project to enter into a Professional Services Agreement.

### Multiple Awards – Budget Estimate

Projects Less Than \$60K

Projects Greater Than \$60K

#### 14. Task Order Negotiations

The County shall negotiate with selected firms on a per project basis. Negotiations shall be based upon man-hour estimates and progress schedule submitted as part of the negotiation process. If agreement on terms can be reached, the County Public Works Division shall prepare a Task Order for Professional Services for approval. If agreement cannot be reached within a reasonable time, the County shall terminate negotiations with that firm, and begin negotiations with the next firm with the best qualifications /experience for that specific project. This process will continue until a Task Order for Professional Services has been negotiated or the County may choose to terminate negotiations.

#### 15. Approval of Task Order for Professional Services

All Task Orders for Professional Services shall require the written authorization of the Chief Procurement Officer and the County Manager. Task Orders for Professional Services can be issued up to four (4) years from the date of the Master Agreement. Completion of Task Orders for Professional Services may not exceed four (4) years from the date that the Task Order is approved.

#### 16. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Valencia County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for the submittal of a timely protest shall begin on the day following the contract award and will end at 5:00 PM MST 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 Chief Procurement Officer. The protest must be delivered to the Chief Procurement Officer:

Valencia County Purchasing  
Attn. Rustin Porter, Purchasing Agent  
444 Luna Avenue, Suite 100A  
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

#### 17. Term:

The term of any resultant price agreement shall be for one (1) year. The County reserves the right to extend awarded price agreements, on an annual basis (or any portion thereof) and by mutual agreement, for up to three (3) additional years. Under no circumstances will the term of an awarded price agreement, including any extensions thereto, exceed four (4) years. **This procurement may result in a multiple source award.** Contractor performance will begin on or about May 1, 2022.

## C. GENERAL REQUIREMENTS

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).

### 1. Acceptance of Conditions Governing the Procurement

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

### 2. Incurring Cost

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

### 3. 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.

### 4. 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 or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

### 5. 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.

### 6. Offerors' 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 Chief Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### 7. 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.

#### 8. 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 Chief Procurement Officer 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-I 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.

#### 9. No Obligation

This procurement in no manner obligates Valencia County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

#### 10. Termination

This RFP may be canceled 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.

#### 11. 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 effected 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.

#### 12. 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 Chief Procurement Officer.

### 13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

### 14. Basis for Proposal

Only information supplied by the County in writing through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

### 15. Contract Terms and Conditions

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix C. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

### 16. Offeror's Terms and Conditions

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix C , that Offeror must include propose specific alternative language with the RFP submittal. 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. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

### 17. 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.

### 18. 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 Sections 13-1-83 and 13-1-85 NMSA 1978.

#### 19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### 20. 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.

#### 21. Notice

The Procurement Code, Sections 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 kick-backs.

#### 22. County Rights

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

#### 23. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offeror's 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 the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

#### 24. 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.

#### 25. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Chief Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

#### 26. 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.

#### 27. 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.

#### 28. 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.

#### 29. 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 insure 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.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offeror's may submit only one (1) response to this RFP.

#### **B. NUMBER OF COPIES**

Offerors shall deliver four (4) identical copies of Binder #1 of their proposal, four (4) identical copies of Binder #2 of their proposal and four (4) identical copies of Binder #3 (optional) of their proposal to the location specified in Section I, Paragraph C on or before the closing date and time for receipt of proposals. *(Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for four (4) identical copies would be fulfilled by submitting the original and three [3] copies of the original.)* The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures

#### **C. PROPOSAL FORMAT**

The proposal must be limited in format and length. Format will be 8-1/2 inch x 11 inch, with fold-out sheets allowed up to 11 inch x 17 inch in size. All fold-out sheets, up to a maximum of 11 inch x 17 inch sheets, will be counted as two (2) pages and shall be labeled as such. Length of the proposal shall be limited to a maximum number of pages per Category as shown below (printed sheet faces) of text and/or graphic material for project proposals. Text shall be of font

size no smaller than 10 point using font type Times New Roman or equivalent. Any questions regarding format requirements shall be directed to the Procurement Manager prior to submittal of documents. The proposal shall clearly identify each Category within the proposal that the Offeror is applying for.

Material excluded from the maximum number count of pages shall include and shall be limited to:

1. Front cover (blank on back side)
2. Letter Transmittal Form
3. Insurance
4. Capability & Agreement to Perform
5. Property Tax Obligation
6. Resident Business Preference Certificate
7. Resident Veteran Preference Certificate
8. Resident Veteran Preference Certification Form
9. Campaign Contribution Disclosure Form
10. Table of Contents (one page maximum)
11. Divider pages (blank except for title information)
12. Back cover (blank on one side)

**NOTE:** Any sheets or pages included in the proposal response, but not specifically excluded, as noted above, shall be counted towards the maximum shown above.

#### **D. PROPOSAL ORGANIZATION**

All pages must be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and must be numbered as such. Proposals shall be organized in such a manner that mandatory and technical submittal requirements are clearly identified. Tabs delineating the various submittal requirements may be helpful.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

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

#### **Binder #1**

- a. Letter of Transmittal Criteria V.E.1 (See Appendix D)
- b. Standards of Compliance V.E.2
  1. Capability and Agreement to Perform Response
  2. Insurance Certificate
  3. Campaign Contribution Disclosure Form (See Appendix E)
  4. Resident Preference Certificate from NM Tax & Rev
  5. Resident Veteran Preference Certificate from NM Tax & Rev
  6. Resident Veteran Income Certification Form

7. Property Tax Obligation Response
8. Response to Agency Terms and Conditions (if any)
9. Offeror's Additional Terms and Conditions (if any)

## **Binder #2**

- a. Proposal Response to Criteria V.E.3 through V.E.8

## **Binder #3 (Optional)\***

Other Supporting Material

\*Offerors may attach other material that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and will be counted towards the maximum allowance shown above.

## **IV. SPECIFICATIONS**

### **A. DETAILED PROJECT DESCRIPTION**

1. The purpose and intent of this Request For Proposals is to establish multiple awards for on-call, as needed, professional Architecting Services. It is the intent of the County to issue multiple awards for each category of services identified within this RFP in order to establish a pool of qualified firms for future projects.

#### Architecting Services

The Contractor shall provide the following types of professional services including but not limited to planning, design, surveying, right-of-way mapping, drainage design, geotechnical engineering, hydrology/hydraulics, roadway design, traffic engineering, sanitary sewer design, water line design, construction management and any other engineering services needed to complete the project. Specific duties may include, but are not limited to, technical support, surveying, drafting using the latest Computer Aided Design and Drafting (CADD) software packages, geotechnical investigations and testing, pot holing, environmental services, cultural resource studies, construction phase assistance, electrical and mechanical engineering analysis, drainage reports, and inspection services. This category may be utilized for design studies, construction plans, drainage reports, and County ordinance revisions.

Inspection services will consist of providing construction inspectors for utility, roadway, bridge, or other Public Works type construction. The firm should list qualifications of their inspectors, such as American Concrete Institute (ACI), New Mexico Department of Transportation Technician Training and Certification Program (TTCP), and/or American Traffic Safety Services Association (ATSSA).

The County also reserves the right to modify, by addition or deletion, the Scope of Services in whole or in part at any time during the procurement of the design team or during the course of the Project.

2. Coordination with other local, state and federal agencies shall be required.
3. Detailed requirements are defined in the following documents:

Appendix B – Exhibit I – Scope of Services and Duties of Engineer  
Appendix B – Exhibit II – Minimum Field Survey Requirements  
Appendix B – Exhibit III – Minimum Design Criteria  
Appendix B – Exhibit IV – Fees  
Appendix B – Exhibit V – Task Order Form

## **B. SCHEDULE**

Note, a schedule of proposed design activities with milestones will be required for each Task Order for Professional Services, but is not required for the proposal submittal.

## **C. BASIC SERVICES COMPENSATION**

Basic services compensation and fee schedules for the firms who are selected to provide the proposed professional services shall be negotiated with the Valencia County.

## **D. RESIDENT BUSINESS PREFERENCE**

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

## **E. RESIDENT VETERAN BUSINESS PREFERENCE**

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

## V. SUBMITTAL REQUIREMENTS/EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the requirements of this RFP, will be used in the evaluation of individual proposal submittals.

REF.	MANDATORY REQUIREMENTS	POINTS AVAIL.
V.E.1	Letter of Transmittal Form	0*
V.E.2	Standards Compliance	0*
	Insurance	0*
	Capability and Agreement to Perform	0*
	Property Tax Obligations	0*
	Campaign Contribution Disclosure Form	0*
	Resident Veteran Preference Certification Form	0*
V.E.3	Specialized Design and Technical Competence of the business, including a joint venture or association, regarding the type of services required	30
V.E.4	Capacity and Capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations	25
V.E.5	Past Record of Performance with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules	20
V.E.6	Familiarity with Valencia County and proximity to and/or familiarity with the area in which the potential projects under this contract will be located	10
V.E.7	Amount of Work to be Done in New Mexico by a New Mexico business within this state	10
V.E.8	Volume of Work previously done for the entity requesting proposals which is not seventy-five percent (75%) complete with respect to basic professional design services	5
<b>TOTAL</b>		<b>100</b>

\*Pass/Fail only.

### B. EVALUATION PROCESS

1. Initial Review: All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications: The County Purchasing Agent may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. **Other Information Sources:** The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. **Resident Preferences:** 13-1-21 NMSA 1978 provides for preference for resident businesses and contractors and veteran owned businesses under certain conditions. If applicable, the preference will be provided to those Offerors that have provided the proper documentation to qualify for the preference (see Sections IV.D, IV.E and Appendix F).

5. **Scoring and Contract Award Recommendation:** Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

### **C. SELECTION PROCESS**

On the basis of the evaluation criteria established in this RFP, the Selection Advisory Committee shall submit to the Purchasing Department a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Department on behalf of the Selection Advisory Committee for clarification, oral presentations, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.

### **D. MANDATORY REQUIREMENTS**

Each mandatory requirement in sections V.E.1 & V.E.2, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Note: failure to respond to a mandatory requirement will result in receiving a score of zero (0) for that requirement.

### **E. EVALUATION CRITERIA**

A maximum total of 100 points are possible. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Proposals should reflect the firm's abilities to provide design and engineering services, accomplish Architecting work to include transportation, roadways, water and sanitary sewer projects, drainage infrastructure, hydrology/hydraulic modeling, traffic analysis and signalization and surveying services. Information in one criterion may overlap information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used for the purposes of ranking by the Selection Advisory Committee for the proposal and the corresponding point values for each criteria are as follows:

Points will be awarded based on the evaluation factors found in V.E.3 through V.E.8, shown below:

**1. Letter of Transmittal****0 Points – Pass/Fail Only**

Proposals must be accompanied by a Submittal Letter Transmittal Form (including Appendix D) signed and dated by an individual authorized to contractually bind the firm. The letter shall contain the following information:

- A. Identifies the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);
- B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations;
- D. Acknowledges receipt of any and all Addendums to this RFP;
- E. By signing the form, the Offeror is explicitly indicating the following:
  1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
  2. A commitment to comply and act in accordance with the following Federal Executive Orders relating to the enforcement of civil rights; New Mexico State Statutes and County of Valencia Ordinances regarding enforcement of civil rights; Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; Executive Order No. 11246, Equal Opportunity in Federal Employment; Title 6, Civil Rights Act of 1964; Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
  3. A commitment to comply with Section 74-9-19, NMSA 1978, of the New Mexico Solid Waste Act. Recycled materials will be investigated and incorporated where applicable into the design construction documents, and specifications will encourage the use of recycled materials in construction.
  4. Signature on the form must be from a person authorized to contractually obligate the Offeror.

**2. Standards Compliance****0 POINTS – PASS/FAIL ONLY**

Note, a statement of concurrence is required for the following:

- a. Must be a State of New Mexico licensed and board certified Architect.
- b. Must have a minimum of five (5) years of experience.
- c. Capability and Agreement to Perform. Offeror must certify that they are capable and qualified to provide the products or services required by this RFP and agree to perform the Scope of Work as specified within this RFP.
- d. Insurance. Offeror must agree to provide proof of insurance as follows:
  - Comprehensive General Liability - \$2,000,000 per occurrence, \$2,000,000 General Aggregate
  - Errors and Omissions Insurance covering Professional Staff- \$2,000,000 per occurrence, \$2,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year "tail";

- e. Campaign Contribution Disclosure Form - In accordance with §13-1-191.1, NMSA pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body, Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Valencia are BCC Chair Jhonathan Aragon; BCC Vice-Chair Gerard Saiz; Commissioners Tom Mraz, David A. Hyder, Charles Eaton and; Assessor Beverly Romero; Clerk Peggy Carabajal; Probate Judge Jamie Goldberg; Sheriff Denise Vigil and Treasurer Deseri Sichler.) **NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.**
- f. Resident Veteran Preference Certification (See Appendix F if applicable)
- g. Property Tax Obligations. Offerors are required to certify that they are not delinquent in the payment of their property tax obligations and that they will not become delinquent in the payment of their property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Bids/Proposals that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration

**3. Specialized Design and Technical Competence of the business, including a joint venture or association, regarding the type of services required: 30 POINTS**

Key personnel qualifications and experience – Describe the qualifications and experience of the key personnel that may be assigned to potential future work such that those qualifications demonstrate prior experience on work of a similar nature. Include the qualifications and experience of the NM Registered Professional Engineer, or licensed professional for non-engineering work, who will be in direct responsible care of the work. Include names of all Sub-contractors expected to be used on potential future projects. Prior experience with Valencia County, the Valencia County Public Works Division and/or New Mexico Department of Transportation projects shall be noted for each of the individuals or sub-contractors. List applicable experience of the firm. Include the date the firm was established doing business under its current name.

**4. Capacity and Capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations: 25 POINTS**

Technical Approach – Provide a description of the Offeror’s approach to accomplish potential future projects. This description should be in such detail as necessary to demonstrate the firm’s capabilities. An analysis demonstrating the Offeror’s effort to create cost savings, cost deferrals, and/or lower life cycle costs for future projects is encouraged.



Current Workload – Include a personnel loading capacity chart depicting the capacity of the firm vs. calendar months for 12 months for the firm’s projects currently under contract that exceed an average monthly billing of \$5,000.

Provide the amount of design work that will be produced by a New Mexico business within the state. Provide the proximity to or familiarity with the area in which the project is located.

**5. Past Record of Performance with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules: 20 POINTS**

Past Performance – Discuss past performance by the firm on Valencia County projects or related work for other agencies/clients of a similar nature. Emphasis on the quality of work, constructability, ability to keep and meet schedules, ability to stay within budget and percent of change orders is desirable.

References – Provide references and/or recommendations by other governmental agencies or clients on work of a directly related nature.

**6. Familiarity with Valencia County and proximity to and/or familiarity with the area in which the potential projects under this contract will be located: 10 POINTS**

Describe your firm’s proximity to and/or familiarity with Valencia County. Describe any important location and or site issues that could impact Valencia County projects; positively or negatively. Describe how your firm typically involves user groups, senior management, community members, etc. in project planning, design and construction.

**7. Amount of Work to be Done in New Mexico by a New Mexico business within this state: 10 POINTS**

Describe the amount of work that will be produced within New Mexico by New Mexico owned and operated businesses.

**8. Volume of Work previously done: 5 POINTS**

Volume of work being done for Valencia county which is not seventy-five percent (75%) complete with respect to basic professional design services. The objective is to effect an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated.

As of the due date of this Request For proposals, state the volume of work previously done for Valencia County which is not 75% complete with respect to basic professional design services. Points will be determined as follows:

Points will be allotted for this criteria as follows:

\$ 0 to \$ 35,000	1 point deducted
\$ 35,000 to \$ 50,000	2 points deducted

\$ 50,000 to \$100,000	3 points deducted
\$100,000 to \$150,000	4 points deducted
\$150,000 and over	5 points deducted

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**Request for Proposal**

**ARCHITECTING SERVICES**

**VALENCIA COUNTY**

**RFP #VCR-FY22-005**

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Chief Procurement Officer no later than February 4, 2022.**

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

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

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

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

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

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

Rustin Porter  
Valencia County Purchasing  
444 Luna Ave, Suite 100A  
Los Lunas, NM 87031  
Phone: (505) 866-2005  
Fax: (505) 866-2424  
E-mail: [rustin.porter@co.valencia.nm.us](mailto:rustin.porter@co.valencia.nm.us)

## **APPENDIX B, EXHIBIT I**

### **SCOPE OF SERVICES AND DUTIES OF THE ARCHITECT**

All work will be assigned via Task Order by the responsible County department/Project Manager as needed. One Task Order will be issued for each individual project. Upon a County request, the Consultant will be expected to respond with a proposal for County's consideration. Once County and Consultant have agreement on the fee, schedule, scope and definition of deliverables, and reimbursables, both parties may execute the Task Order.

Consultant/s shall provide:

9. Professional architectural and engineering design, construction administration and construction management services to support a wide variety of facility improvement, new facility construction, and maintenance projects at County facilities, some of which are Nationally Registered Historic properties.
10. Some of this work may involve discussions and/or presentations to the State Historic Preservation Office ("SHPO").
11. Work may also involve discussion and consultation with Construction Industries Division.
12. Architecting Services for Roadway work including pavement, utilities, lighting, traffic design and flows and other work as needed.
13. Architectural and engineering consulting for operations, maintenance and code compliance of facilities.
14. Consultant shall provide designs to the current code in effect at the time each project is being designed.
15. Provide condition assessments of the facilities and their systems.
16. Consultant may be required to provide cost estimates at various phases of design as needed by the County. Initially, this may be performed by the Design Team but there may be a request for estimates to be performed by a professional estimator.
17. Although actual project support requirements may vary, the anticipated projects and professional disciplines required include but are not limited to architectural, interior design, civil, structural, mechanical, plumbing, electrical, audio/visual and security technologies.

#### **A. CONSULTANT SERVICES:**

Design and construction management services for Facilities-based projects:

1. Each Task Order may have any of the following. The phases shall generally follow the format in AIA B163 but may be tailored to fit the scope and value of the project. Also, some phases may be skipped entirely due to the lack of complexity. This shall be agreed upon at the solicitation of the individual Task Order.
2. County will provide drawings and plans as requested, and if available. Reproduction costs will be paid by the Consultant, but may be reimbursed upon approval of the Project Manager. In the event that reproductions are made, Consultant shall provide the Project Manager with a CD/DVD containing PDF and AutoCAD versions of the plans and specifications.
3. Preliminary Design Phase. This phase will involve the Consultant meeting with at least one (1) County departmental contact, potential stakeholder meetings and/or charrettes with

those to be affected as well as the public to formalize a scope of work for the Task Order and development of conceptual design solutions for architectural, structural, mechanical, electrical, civil, landscape, interiors and materials research and specifications as they apply to the Task Order to meet the intent of the scope of work and its functions and requirements. Consultant will determine whether the County's program and budget is achievable based on the functions and requirements or whether adjustments will need to be made, either in scope or by adding funding.

4. Schematic Design Phase. It is anticipated that much of the work in this phase will result in a report with some drawings to show what is intended in the design where applicable. These drawings should convey what the design intent is and a general idea of what the finished product will resemble. Consultant to provide calculations (mechanical, electrical, civil/structural, etc.), assumptions used to develop the recommended strategies and a detailed cost estimate. In the event that the cost estimate approaches the project budget, Consultant shall provide alternatives to keep the project within budget. During this time, there may be public meetings with the various stakeholders. Anticipate a progress meeting in Los Alamos with stakeholders every two weeks unless specified otherwise in task order. A schematic design submittal shall be provided to the Project Manager in an electronic format that is Web compatible.
5. Design Development Phase. This phase involves providing continuing design of the project. The intent is that by the end of this phase, the majority of the specifications needed during the project are identified. A "cartoon" set (mock-ups) of drawings are to be developed which generally discuss the project, show where details will be developed and generally depict the project. The level of detail desired is between that of the Schematic and Construction Drawings is so that the County can review detailed drawings and make good assumptions of what the final design will look like. These set of drawings should be very detailed and representative of what the final design will be.

Much of the project will be dimensioned and various details be shown to convey the intent. Consultant to provide updated calculations, assumptions and a detailed cost estimate. In the event that the cost estimate approaches the project budget, Consultant shall provide alternatives to keep the project within budget. During this time, there may be public meetings with the various stakeholders. Anticipate a progress meeting in Los Alamos with stakeholders every two weeks unless specified otherwise in task order. A schematic design submittal shall be provided to the Project Manager in an electronic format that is Web compatible. Generally, these would be considered 50% progress review drawings.

6. There may be services required that combine these early phases into a single design package. This will be identified at the onset of the task order.
7. These early phases may also include site evaluation and recommended selection, facility sizing and capacity, utility connection evaluations, public and stake holder meetings, architectural renderings, cost estimating and similar functions.
8. For each of these phases, Consultant shall track estimated construction costs and alert the project manager if the costs are approaching 75% of the estimated project costs so that adjustments might be made as necessary.
  - a. Informing the project manager after the design is complete of a potential cost overrun will not be a justification in added fees.
9. Construction Drawings Phase. This phase will involve the consultant finalizing the plans and specifications for bidding, up to and including award. There may be several reviews

during this phase, typically at 90% and 100% completion. Consultant to provide final updated calculations, assumptions and a detailed cost estimate. In the event that the cost estimate approaches the project budget, Consultant shall provide alternatives to keep the project within budget. During this time, there may be public meetings with the various stakeholders. Anticipate a progress meeting in Los Alamos with stakeholders every two weeks unless specified otherwise in task order. A schematic design submittal shall be provided to the Project Manager in an electronic format that is Web compatible.

10. Construction Phase. This phase will involve the Consultant reviewing contractor submittals for applicability, answering contractor requests for information, substitution requests, and issuing architectural supplemental instructions as needed, performing inspection tasks to ensure that the design has been followed, and final inspection of the improvements. Anticipate a progress meeting in Los Alamos with stakeholders every two weeks unless specified otherwise by the issued task order.
11. Consultant may be required to attend one pre-bid meeting for each task when requested and shall be available throughout the bidding process to clarify and answer any questions about the Bidding Documents and shall provide to the Project Manager any Addenda that may be required for distribution. County shall ensure that all Addenda are distributed to bidders and other interested parties.
12. Consultant may assist the Project Manager in reviewing all bids and in making recommendations for award of bid when needed.
13. Construction Administration, including but not limited to review and approval of submittals, shop drawings, product literature, operating and maintenance manuals; providing written responses to clarification requests, change order initiation and processing, testing, review of equipment installation, on-site inspections, and field documentation. Review and approval/rejection of submittals shall occur generally within 5 working days. Further, County shall have the authority to require a faster turnaround when needed to expedite the construction project. This timeframe shall be dependent on the requirement. The Consultant shall be notified when such a “fast track” is needed.
14. Review the as-built drawings provided by the Contractor prior to final completion and provide recommendations for correction if needed.
15. Post-Construction Inspection. Consultant shall accompany the Project Manager and contractor on an 11-month inspection after completion of the construction as needed, to determine any necessary warranty work. For the purpose of the percentage calculation, this shall be considered incidental to the Construction Administration.

16. Each of the phases will be followed by a County formal review of the materials provided, up to three (3) weeks. At the end of the reviews, comments will be provided back to the Consultant. Consultant is not to proceed to the next phase until a formal approval to proceed to the next phase is issued.
17. All signatory design professionals shall be licensed in the State of New Mexico for their professional design services.

**B. CONSULTANT SERVICES - Maintenance and Operating Consultation.**

The County may ask for analysis of certain aspects of a facility with a need for analyzing and investigating systems and to provide recommendations on improvements in systems. The final outcome shall be similar in nature to the Preliminary Design phase, and recommendation will be developed, along with drawings and/or other types of presentation materials, cost estimates and/or specifications to be used to solicit repairs. The Consultant may be asked during the contract to perform maintenance-engineering services. Most of these Task Order requests will be for recommendations relating to electrical, mechanical and structural systems.

**C. TASK ORDER PROCESS DESCRIPTION**

1. Preparation and work performed to prepare each of the Task Orders shall be considered as incidental to the contract.
2. Each Task Order issued by County will set out the maximum amount County will pay for the services necessary to complete the phase based on the agreed upon rates and the schedule for completing the task. Task Orders will be approved after Consultant and County agree on the maximum amount payable for completion of the task and the schedule for completion. Task Orders shall be numbered sequentially (TO1, TO2, etc.).
3. The Consultant shall not exceed the Task Order amount agreed upon without justification made in writing. The Consultant shall immediately notify County, setting forth in detail the reasons the task cannot be completed within the budget or the schedule and include supporting information necessary to justify the proposed adjustment, and shall propose an adjustment to the Task Order for County's consideration by Consultant and approved by the County prior to continuing the individual Task Order. The Task Order will be adjusted only upon the written agreement of the Manager or designee (possibly verbal followed closely in writing) after a finding that a change to the Task Order is necessary and justifiable. Consultant's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Task Order. In no event will the total of the maximum amount for all approved Task Orders exceed the maximum amount of compensation set forth unless modified. Modifications to the maximum amount for the task shall be agreed upon prior to continuing. Modifications shall follow the previous nomenclature with letters following (TO1A, TO1B, etc.).
4. The Consultant is authorized to begin work on any particular phase/task only upon receipt of written approval. The Task Order may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed by Consultant, and may include, for example, the number of site visits necessary to complete the task, the total amount of reimbursable expenses that will be allowed, and similar kinds of details. The Task Order will define the services required and generally describe the project. The Consultant will be required to begin using the requirements detailed in the Task Order and move through the

various design phases.

5. Individual Task Orders may be issued that do not follow this prescribed system for studies or smaller projects not required to be split into these various phases at the discretion of the County. A Task Order may cover and include all aspects of one or more tasks, or it may cover and include only a portion of the services within a single task. The purpose of issuing and maintaining Task Orders is to assure that scope and costs are well understood and managed for each task and subtask performed by Consultant.
6. Upon issuance of a Task Order by the Manager and acceptance by the Consultant, the County is entitled to delivery of the services and Consultant is entitled to payment for rendering of those services in an amount not to exceed the maximum amount provided for in the Task Order.
7. The amount payable by County shall in every instance be based on time actually spent and services satisfactorily rendered or as the negotiated percentage at the payment schedule applicable to the phase, in an amount not to exceed the maximum amount shown on the approved Task Order by phase. "Satisfactorily rendered" includes but is not limited to items such as timeliness of the various deliverables, completeness, re-work needed to bring the submitted packages up to desired completeness, etc.
8. The Consultant may be required to attend Council and other public meetings. The County shall identify the meetings and the Consultant shall include the costs for attendance in the maximum amount of the Task Order, based on the hourly rates agreed to. In the event that it is determined after issuance of the Task Order that meeting attendance is required, County shall inform Consultant of such and Consultant shall bill the County accordingly, based on the rates as agreed.
9. Throughout the design and construction phases, Consultant shall be available for consultation and interpretation as required.

#### **D. DELIVERABLES**

1. Consultant will deliver those items described in each Task Order as deliverables. County shall have up to three (3) weeks after receipt of each submittal of each phase to review and comment. In the event that the County is unable to hold to this, the Task Order may be extended when needed upon agreement between the parties.
2. At a minimum, the County expects inter- and intra-disciplinary reviews of each submittal, as well as grammar and spell-check of all documents. Other QA/QC procedures to be enacted shall be described. Each submittal shall be signed and dated by the principal-in-charge of design to ensure that all reviews have been performed and completed. The County shall receive accurate, complete and thorough deliverables.
3. Generally, the Consultant shall provide to the Project Manager up to three (3) review sets of the Design Documents for each phase in hard copy form conforming to all applicable codes for review and distribution to the appropriate reviewing agencies. The total number of sets requested will be paid for as a Reimbursable expense. This will be determined at the onset of the task order.
4. The Consultant, following the Project Manager's written approval of the final Construction Drawings, may assist County in the bidding process and by preparing contract documents for construction. If requested, Consultant shall forward to the Project Manager the finalized Bidding Documents, an agreed upon number of stamped and sealed sets in hardcopy



format, one set of reproducible and one CD containing all drawings, calculations and specifications in Microsoft Word and PDF. County may require only electronic copies. County may also request one true half-size set of drawings. This will be determined at the onset of the task order.

5. After the project has been completed, consultant shall provide two (2) sets of electronic drawings: one in PDF form and another in AutoCAD format. Each drawing file shall be labeled with the sheet number (A 101 for example). The Consultant shall also provide a finalized set of Specifications, along with any ASI's or other directives issued by the Design Team. These shall be provided as an upload and/or CD/DVD or other appropriate memory device.

#### **E. COMPENSATION – Facility Projects**

1. Preliminary, Schematic and Design Development Phases. These will be paid using fixed hourly rates for the various persons that the consultant will assign. County and Consultant shall mutually agree to level of staff assigned, the value of the Task Order by phase and the schedule to complete the phase.
2. Construction Drawing and Construction Phases. These combined activities will be paid as a percentage of the design development cost estimate plus the same percentage of approved change orders during construction.
3. Consultant may request a progress payment during these phases for progress toward final design after each review and then prior to construction start.
4. Smaller Task Orders based on the agreed upon price.
5. Delay Penalty. Should the contractor fail to meet individual Task Order schedules, the Consultant may be assessed damages up to \$250 per day until such time that the submitted materials meet expectations and completeness. This applies to the final completion milestone. In the event that

circumstances beyond the Consultants control arise, Consultant may request additional time extensions. These will be considered individually for the specific applicable Task Order.

#### INFORMATION RELATED TO THE SCOPE OF WORK

**PRIORITY OF WORK TO BE PERFORMED:** County will determine work priorities and overall levels of effort on the program based on program budget and schedule constraints. County will decide what general categories of work are to be performed and the priority of the work. County may also participate in the selection of design criteria and other bases for design, construction, operation and reliability of performance.

## APPENDIX B, EXHIBIT II

### TASK ORDER FORM

**TASK ORDER NO.** \_\_\_\_\_ **REVISION NO.** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RFP # VCR-FY22-005**

**ARCHITECTURAL FIRM:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

I. Task Order Description: Describe project. If the contract is Project Specific with a Firm Fixed Price Cost Proposal state whether the task order is for additional design or additional construction support services as budgeted in the contract.

II. Scope of Services: (Include task order scope of work, expected results, and task order deliverables.)

- Design Analysis Report
- Preliminary Design Submittal
- Pre-Final Design Submittal
- Final Design
- Bidding Phase
- Construction Services
- Project Closeout

Special Services

- Easements and Licenses
- Right-of-way-analysis
- Data Collection
- Public Information
- Project Representative
- Specialized Computer Services
- Additional Special Services

**MAXIMUM ALLOWABLE CONSTRUCTION COST:** The Maximum Allowable Construction Cost (MACC) shall be established once a site is known and the Site Selection, Programing and Conceptual Design has been completed. The project may be accomplished in several phases. The initial funding shall not exceed \$\_\_\_\_\_ inclusive of the basic fee, reimbursable costs and NMGRT. Additional funding shall be provided once the programing and estimated cost is defined.

III. Reports and/or Meetings

A. The Architect shall submit progress reports in accordance with the agreed schedule. (List the applicable reports or other deliverables required for the project)

B. The Architect shall meet with the Designated County Project Manager as needed to discuss progress on the project(s).

IV. Period of Performance Work under this Task Order shall begin on (Date) and terminate on (Date)

V. Task Schedule (Outline Project Schedule here or attach as separate page.)

VI. Cost A. The Architect shall submit a written proposal outlining all of the known costs. The final cost, as negotiated shall be included in the resulting written agreement between the County and the Architect.

FOR BASIC SERVICES, as described in Paragraph II as part of Basic Services, compensation shall be computed as follows:

Initial Compensation – Site Selection, Programming, and Conceptual Design

Total Project Costs	\$
Less ____% NM Gross Receipts Tax	\$_____
Subtotal	\$
Less ____% Reimbursable Expenses	\$_____
Subtotal	\$

See attached list of hourly rates.

Gross Receipts Tax Rate: GRT rate for services performed under this Agreement is \_\_\_\_%.

Payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each phase, except when the compensation is on the basis of a

Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

Progress payments for basic services in each phase will total the following percentages of the total basic compensation payable as follows:

- a. Design Analysis Report ( %) \$ \_\_\_\_\_
- b. Preliminary Design Submittal ( %) \$ \_\_\_\_\_
- c. Pre-Final Design Submittal ( %) \$ \_\_\_\_\_
- d. Final Design ( %) \$ \_\_\_\_\_
- e. Bidding Phase ( %) \$ \_\_\_\_\_
- f. Construction Services ( %) \$ \_\_\_\_\_
- g. Project Closeout ( %) \$ \_\_\_\_\_

TOTAL Basic Service Compensation (100%) \$ \_\_\_\_\_

**Special Services**

- Easements and Licenses \$ \_\_\_\_\_
- Right-of-way-analysis \$ \_\_\_\_\_
- Data Collection \$ \_\_\_\_\_
- Public Information \$ \_\_\_\_\_
- Project Representative \$ \_\_\_\_\_
- Specialized Computer Services \$ \_\_\_\_\_
- Additional Special Services \$ \_\_\_\_\_

Total Special Services \$ \_\_\_\_\_

Subtotal Basic and Special Services \$ \_\_\_\_\_

Total Contract Sum \$ \_\_\_\_\_

B. This Task Order is being negotiated for a Firm Fixed Price: \_\_\_\_\_ Yes \_\_\_\_\_ No

**VII. Signatures**

VALENCIA COUNTY

ENGINEER: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

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

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

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

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

The above Signatures certify that this Task Order No. \_\_\_\_\_ and attachments comply with the provisions of RFP#VCR-FY22-005.

## APPENDIX C

### MASTER PROFESSIONAL ARCHITECTURAL DESIGN SERVICES AGREEMENT

#### VALENCIA COUNTY

THIS AGREEMENT is made and entered into by and between Valencia County, hereinafter referred to as the "County" and \_\_\_\_\_, hereinafter referred to as the "Architect", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

WHEREAS, the County issued a Request for Proposals (RFP) to provide On-Call Architecting Services under RFP#VCR-FY22-005; and

WHEREAS, the Architect submitted its original proposal and was selected under RFP RFP#VCR-FY22-001; and

WHEREAS, the County desires to engage the Architect to render certain Architectural services, as needed, and the Architect is willing to provide such services and to enter into this Master Professional Architectural Design Services Agreement; and

WHEREAS, this Master Agreement including all Exhibits and any subsequently awarded Task Orders for Professional Services form the Contract Documents and are all as fully a part of the Contract as if attached to this Agreement; and

WHEREAS, the Architect was selected to provide and perform such Architecting Services as provided for within this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

#### **IT IS AGREED BETWEEN THE PARTIES:**

##### **1. Scope of Work.**

The Architect hereby agrees to perform professional Architectural Design services relevant to each project assigned in accordance with the terms and conditions set forth herein.

Individual project assignments will be made by Task Orders, which are individual amendments to this contract and outline the scope of work, period of performance and compensation.

The County agrees to compensate the Architect as set forth in Article 2 of this Agreement.

##### **2. Compensation.**

A. The County shall pay to the Architect in full payment for services satisfactorily

performed under the individual Task Orders based on the schedule of payments contained in the individual task order. In no event will the Architect be paid any amount in excess of the specified total amount payable in the individual task order without the task order being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Article 1, Scope of Work.

C. Architect must submit a detailed statement accounting for all services performed, as specified in the individual task order. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Architect that payment is requested, it shall provide the Architect a letter of exception explaining the defect or objection to the services, and outlining steps the Architect may take to provide remedial action. The County will continue to pay Architect for any undisputed amounts pursuant to Article 2(A). Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Architect within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Architect's sole responsibility and shall be reported under the Architect Federal and State tax identification number(s).

### **3. Term.**

This Agreement is for one (1) year from the date of approval by the Valencia County Board of County Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to Article 4 (Termination for Convenience), Article 5 (Termination for Cause), or Article 6 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

### **4. Termination For Convenience.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work ordered and performed prior to the Architect's receipt of the notice of termination, if the County is the terminating party, or the Architect's sending of the notice of termination, if the Architect is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Architect shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Architect if the Architect becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Architect or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ARCHITECT'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Architect of notice of termination of this Agreement, the Architect shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Architect with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**5. Termination For Cause.**

A. County may by written notice terminate this Agreement in whole or in part for Architect's default if the Architect fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, County may otherwise secure the materials, supplies or services ordered, and Architect shall be liable for damages suffered by County thereby, including incidental and consequential damages. If after notice of termination, County determines Architect was not in default, or if Architect's default is due to failure of County, termination shall be deemed for the convenience of County. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement as used in this paragraph, the word "Architect" includes Architect's sub-suppliers at any tier.

B. In the event a termination for cause notice is issued by the County, the Architect shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Architect with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**6. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of each task order assigned under this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Architect. The County's decision as to whether sufficient appropriations are available shall be accepted by the Architect and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Architect shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.



**7. Status of Architect.**

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

**8. Assignment.**

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

**9. Subcontracting.**

The Architect shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. Subcontractors listed in an approved task order constitute approval of the County. No such subcontract shall relieve the Architect from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the Architect is solely responsible for fulfillment of this Agreement.

**10. Release.**

Final payment of the amounts due under each task order issued under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Sierra from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**11. Confidentiality.**

Any confidential information provided to or developed by the Architect in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Architect without the prior written approval of the County.

**12. Product of Service -- Copyright.**

All materials developed or acquired by the Architect under this Agreement shall become the property of the County of Sierra and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Architect under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Architect.

**13. Conflict of Interest; Governmental Conduct Act.**

A. The Architect represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Architect further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16

NMSA 1978. Without in anyway limiting the generality of the foregoing, the Architect specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Architect does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Architect is not a public officer or employee of the County; (ii) the Architect is not a member of the family of a public officer or employee of the County; (iii) the Architect is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Architect is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Architect is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Architect is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Architect has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Architect has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Architect's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Architect shall provide immediate written notice to the County if, at any time during the term of this Agreement, Architect learns that Architect's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Architect's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

**14. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. Executed task orders are amendments to this agreement.

**15. Merger.**

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

**16. Penalties for Violation of Law.**

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.

**17. Equal Opportunity Compliance.**

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

**18. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Architect agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Valencia County. By execution of this Agreement, Architect acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**19. Workers Compensation.**

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 County.

**20. Records and Financial Audit.**

The Architect shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the County's auditor, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

**21. Disclaimer and Hold Harmless.**

Valencia County shall not be liable to the Architect, or the Architect's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Architect's person or property, occurring in connection with Architect's performance of Architect's duties according to this Agreement. Architect shall hold Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with

the performance by Architect of Architect's duties according to this Agreement.

**22. Indemnification.**

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

**23. Invalid Term or Condition.**

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

**24. Enforcement of Agreement.**

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

**25. Authority.**

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

**26. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the Architect, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the ARCHITECT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**27. Approval of Architect Personnel.**

Personnel proposed in the Architect's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by

the Architect without prior written consent of the procuring agency of the County. Replacement of any Architect personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Architect will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Architect's personnel at any time.

**28. Survival.**

The agreement Articles titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

**29. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**30. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**31. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**32. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Architect is not to proceed with its obligations under the Agreement until the Architect has received a fully signed copy of the Agreement. Further, each individual task order must be fully executed prior to proceeding with any work.

**33. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**34. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**35. Incorporation and Order of Precedence.**

Request for Proposals RFP#VCR-FY22-001 and the Architect's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the executed task orders with the scope of work, timeframe for completion, and compensation, in reverse chronological order; then
5. the Architect's proposal.

**36. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The Architect shall defend, at its own expense, the County of Sierra against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Sierra based upon the Architect's trade secret infringement relating to any product or service provided under this agreement, the Architect agrees to reimburse the County of Sierra for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Sierra shall:

- i. give the Architect prompt written notice of any claim;
- ii. allow the Architect to control the defense or settlement of the claim; and
- iii. cooperate with the Architect in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Architect's opinion is likely to become the subject of a claim of infringement, the Architect shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Architect. The Architect's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**37. Professional Liability Insurance.**

Architect agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of : Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 General Aggregate; Professional liability- \$1,000,000 per occurrence, \$2,000,000 General Aggregate. Occurrence type, if available; if not "Claims Made" type with a minimum of a six (6) year tail. The County will be named as an additional insured on said policy, and will be provided an updated certificate of insurance on an annual basis.

**38. Compliance With Laws**

In providing the scope of services outlined herein, the Architect and the County shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

**39. Construction and Severability**

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**41. Entire Agreement**

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**42. Notices.**

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

To the County: \_\_\_\_\_, County Manager // 444 Luna Ave// Los Lunas, NM 87031

To the Architect: \_\_\_\_\_

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.**

By: \_\_\_\_\_

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

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

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

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED on this \_\_\_\_ day of \_\_\_\_\_, 2022**

\_\_\_\_\_  
Gerard Saiz  
Chair, District I

\_\_\_\_\_  
Jhonathan Aragon  
Vice-Chair, District V

\_\_\_\_\_  
Troy Richardson  
Commissioner, District II

\_\_\_\_\_  
David A. Hyder  
Commissioner, District III

\_\_\_\_\_  
Joseph Bizzell  
Commissioner, District IV

Attest:

\_\_\_\_\_  
Mike Milam  
Valencia County Clerk



## 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 the following amendments to this RFP.

Amendment number: \_\_\_\_\_, 2022

Amendment number: \_\_\_\_\_, 2022

Amendment number: \_\_\_\_\_, 2022

Amendment number: \_\_\_\_\_, 2022

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

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

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise,

collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**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--**

**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 F

### RESIDENT VETERANS PREFERENCE CERTIFICATION

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**PLEASE CHECK ONLY ONE STATEMENT FROM THE FOUR (4) STATEMENTS LISTED BELOW:**

\_\_\_\_\_ I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference.

**The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by Valencia County with New Mexico Tax & Revenue.**

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

\_\_\_\_\_ I declare under penalty of perjury that my business prior year revenue, starting January 1 ending December 31, is more than \$1 Million but less than \$5 Million allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

\_\_\_\_\_ I declare under penalty of perjury that my business prior year revenue, starting January 1 ending December 31, is more than \$5 Million allowing me the 7% 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 §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 Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award 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.

\_\_\_\_\_  
(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 protest and may result in denial of an award or termination of an award if the statements are proven to be incorrect.*