

County of Curry



Request for Proposals No. 2023/24-08

PROFESSIONAL ARCHITECTURAL SERVICES FOR CURRY COUNTY SPORTS/RECREATION COMPLEX

Issue Date:
April 22, 2024

Mandatory Notice to Owner of Intent to Propose Form Due:

May 6, 2024
Time: 5:00 p.m.

Proposal Due:
May 31, 2024
Time: 2:00 p.m.

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

Proposals must be submitted in a sealed envelope
that is clearly marked "RFP No. 2023/24-08 Do Not Open"

The Board of County Commissioners for Curry County, State of New Mexico (County) is requesting competitive sealed proposals for architectural services from qualified architects and/or architectural Firms (Offeror) interested in providing architectural services for the construction of a sports/recreation complex.

To be responsive, one (1) original and five (5) identical copies of the proposal and one (1) electronic version on a USB “memory stick” must be received no later than May 31, 2024 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

IMPORTANT:

Sealed Proposal along with RFP number, the Offeror’s name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (Purchasing Agent, Melynda Crouch: mcrouch@currycountynm.gov) by email immediately for clarification and/or consideration of an addendum.

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

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

Melynda Crouch
Purchasing Agent/Procurement Officer
mcrouch@currycountynm.gov

APPENDIX A
MANDATORY “NOTICE TO OWNER OF INTENT TO PROPOSE”
RFP #: 2023/24-08

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

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, mcrouch@currycountynm.gov, Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:

May 6, 2024.

FIRM: _____

REPRESENTED BY: _____
(Printed Name & Title)

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

E-Mail: _____

Signature of Person authorized to sign for Firm

ALTERNATE CONTACT PERSON/INFORMATION: *This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.

NAME: _____ **Title:** _____

Telephone: _____ **E-Mail Address of Alternate Contact:** _____

PLACE AN ‘X’ ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:

_____ **Firm DOES INTEND to respond to this RFP**
_____ **Firm DOES NOT INTEND to respond to this RFP**

PURPOSE/GOAL

Through this project, the County intends to obtain design documents and cost estimate needed to secure funding to construct a sports/recreation complex located in Clovis, NM. The purpose of the project is to create a sports/recreation complex to include four (4) basketball courts, three (3) multipurpose rooms, one (1) one-eighth (1/8) mile indoor running track, one (1) youth play area, one (1) rock wall, one (1) 25 meter pool with 8 lanes, one (1) leisure pool, two (2) multipurpose fields, and two (2) baseball/softball diamonds, to be constructed in a phased approach. The basketball courts, multipurpose rooms, indoor running track, youth play area and rock wall will be phase 1. The pool and leisure pool will be phase 2, and the fields and diamonds will be phase 3 (See Exhibit A).

The County would like to contract with an offeror that offers experience and a solid background in sports/recreation facilities, as well as experience and expertise in evaluating user needs, providing programming, master planning, construction documentation (to include plans and specifications), bidding and negotiations, and construction administration and post-construction consultation for projects similar to County's.

The selected firm must demonstrate an understanding of and commitment to design excellence and should incorporate a cost-effective design approach fully considering life cycle analysis in selection of materials and systems and a balance of innovative design. The design for this project shall include, but is not limited to demolition; earthwork; site concrete/asphalt; foundation; structure; framing; painting; interior/exterior wall finishes; roofing; electrical; plumbing; HVAC; and those items associated with a new building. All work and materials must comply with current ADA standards for accessible design and comply with federal, state and local building codes.

SCOPE OF WORK

County desires to enter into a contractual relationship with an Offeror for professional architectural services that has an emphasis on sports/recreation facilities. The County is seeking to design and construct a sports/recreation complex to include four (4) basketball courts, three (3) multipurpose rooms, one (1) one-eighth (1/8) mile indoor running track, one (1) youth play area, one (1) rock wall, one (1) 25 meter pool, one (1) leisure pool, two (2) multipurpose fields, and two (2) baseball/softball diamonds, to be constructed in a phased approach. The basketball courts, multipurpose rooms, indoor running track, youth play area and rock wall will be phase 1. The pool and leisure pool will be phase 2, and the fields and diamonds will be phase 3.

Initial Assessment

1. Based on the project requirements agreed upon with the County, the selected firm shall prepare and present for County's approval a preliminary plan illustrating the scale and relationship of the project components.
2. The selected firm shall be required to provide a preliminary cost estimate to the County for the preliminary design. The selected firm shall not proceed with the schematic design until County provides written authorization to proceed.

Schematic Design Phase Services

1. Upon County's approval of the initial assessment and preliminary design, the selected firm shall prepare a set of initial Schematic Design Documents for County's approval. The Schematic Design Documents shall consist of drawings, preliminary building plans, sections and elevations; and shall include additional graphic information such as models or perspective sketches.
2. The selected firm shall make recommendations to County concerning the selection of materials, colors, finishes, designs, or devices for use in the project.
3. The selected firm shall prepare and submit for County's approval a schedule for the performance of the project. The schedule shall include anticipated dates for the commencement of construction and for substantial completion of the work. Once approved by the County, time limits established for the

design services by the schedule shall not, except for reasonable cause, be exceeded by the selected firm or County. With the County's approval, the selected firm shall adjust the schedule, if necessary, as the project proceeds, until the commencement of construction.

4. The selected firm shall consider environmentally responsible design alternatives, such as material choices, the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design that is consistent with the intended use of the building, schedule and budget for the cost of work.
5. The selected firm will work with the County to establish a cost estimate that best meets the needs of the County. The selected firm shall prepare and submit to the County a written cost estimate at the end of the Schematic Design Phase.
6. Upon completion of the Schematic Design Phase and upon receipt of written approval from County, the selected firm shall proceed to the Design Development Phase.

Design Development Phase

1. Upon notice of acceptance and approval of the cost estimate and Schematic Design Documents, the selected firm shall proceed with preparation of the Design Development Documents, consisting of Architectural engineering plans, sections, elevations, typical construction details, building sections showing dimensional relationships, materials, and component relationships and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate for the project. The selected firm's Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general, their quality levels. The selected firm shall make recommendations to County concerning the selection of materials, colors, finishes, designs, or devices for use in the project.
2. The selected firm shall use Building Information Model (BIM) authoring software, CAD or other 3D object-oriented software. Building information models must include physical characteristics, geometry, and data required to convey design and construction work. The A/E shall model the building

and systems to a level of development as detailed and described below. The intent is to provide a means for clash detection and conflict resolution, identification of clearance requirements and access zones, and coordination among disciplines. All floor plans, sections, and elevations must be extracted directly from the model. Objects supplied by manufacturers shall be used. If these are not available, objects can be created that closely correspond to the actual dimensions.

The level of development (LOD) of the model shall comply with those requirements identified in the American Institute of Architects (AIA) Document E202™ - 2008, which shall be incorporated into the accompanying agreement. If this is not provided, then AIA's LOD 300 shall be used to provide a baseline, which includes modeling of elements with accurate quantity, dimensions, orientation, and location equivalent to traditional construction documents and shop drawings. The A/E shall incorporate additional requirements according to the project's specific needs.

At a minimum, the following systems shall be included:

Architectural

- a. Site Plan
- b. New interior/exterior walls and components within (doors, windows, etc.)
- c. Floor, ceiling, and roof
- d. Furnishing, fixtures and equipment
- e. Clearance Zones

Structural

- a. Foundations
- b. Framing
- c. Wall Types

Mechanical

- a. Equipment
- b. Distribution
- c. Pipes with OD of 2-inches and larger

- d. Clearance zones

Electrical

- a. Interior and exterior transformers and other equipment
- b. Main and distribution panels and switchgear
- c. Feeders and conduit with OD of 2 inches and larger
- d. Permanently mounted lighting fixtures
- e. Clearance zones

Plumbing and Fire Protection

- a. Waste and vent piping of 2 inches and larger
- b. Supply and sprinkler pipes with OD of 2 inches and larger
- c. Fixtures (lavatories, water closets, roof and floor drains, etc.)
- d. Fire Protection
- e. Clearance Zones

The selected firm shall prepare and distribute two (2) exterior electronic renderings of the design work, to include two (2) color renderings in a format acceptable to the County, for the County's use in explaining and/or advertising the project. The selected firm shall also provide the County with a computer-generated rendering of the facility showing three dimensional (3D) views.

The Design Development Phase shall be completed by the selected firm in accordance with the schedule which was established and approved in the Schematic Design Phase.

Construction Documents Phase

1. After approval of the Design Development Phase, the selected firm shall prepare stamped Construction Documents for County's approval. The Construction Documents for the project shall consist of complete and appropriate drawings that include all pertinent information required for the Contractor to price and build the Sports/Recreation Complex.
2. The selected firm shall submit the construction documents to County, advise County of any adjustments to the total estimate of the cost of the project and request County's approval of the same prior to any work on the same.

3. No part of the specification provided by the selected firm shall call for a designated material, product, thing or service by specific brand or trade name unless the specification is followed by the words “or equal” so that bidders may furnish any-material, product, thing or service determined to be equivalent as required by the New Mexico Procurement Code.
4. The selected firm shall provide the City of Clovis building officials, the State of New Mexico Construction Industries Division and any other building official having jurisdiction over the project or any part of the project, with a complete set of construction documents to review, and thereafter meet with any and all said officials and determine any changes as may be required. As a part of the contractor’s obligation to procure a building permit, approvals and signature from the necessary building officials are required prior to County’s contractor proceeding with construction and/or procurement of services and/or materials.
5. Review and approval of Construction Documents by County or any other entity shall not relieve the selected firm of its responsibility under the contract or for code compliance, design deficiencies, omissions and/or errors.

Bidding and Negotiations Phase

1. The selected firm shall prepare a complete set of bid documents that can be sent out to potential contractors for pricing. In addition, the selected firm shall assist in preparing an advertisement for bids, instruction to bidders, the bid form, bid documents, labor and material payment bonds and any and all other requirements for successful price bids. The selected firm shall ensure that bid documents are distributed to all customary and usual bid to locations and contractors. The selected firm shall work with County, if requested, to evaluate bids and assist County in selecting the winning bid. The selected firm may be asked to assist in negotiating with the bidder(s) regarding the price and scope of the project.
2. The selected firm shall work with County to obtain a construction contract with the successful bidder that will provide the construction of the project within the timeline and budget established by the County.
3. The selected firm shall compile a project manual that includes the conditions of the contract for construction and specifications and other information

necessary for bidding. The selected firm shall prepare a program in electronic format "FTE" and, provide County and County's Contractor with access to the same. All bidding documents, cost estimates, timelines, etc., as well as the selected firm's monthly reports, and other reports, shall be timely uploaded by the selected firm to the "FTP" site to allow County and County's contractor to review the same.

4. The selected firm has the authority to reject work that does not conform to the Contract Documents. Whenever the selected firm considers it necessary or advisable, the selected firm shall have the authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of the selected firm nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the selected firm to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the work.

The selected firm shall interpret and decide matters concerning performance under, and the requirements of, the Contract Documents on written request of either the County or the Contractor. The selected firm's response to such requests shall be made in writing within three (3) days.

5. Interpretations and decisions of the selected firm shall be consistent with the intent and reasonably inferable from the contract documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the selected firm shall endeavor to secure faithful performance by both the County and the Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The selected firm's decision on matter relating to aesthetic effect shall be final if consistent with the intent expressed in the contract documents.

Construction Phase Services

1. The selected firm shall provide County's Contractor with copies of project documents to assist Contractor in fulfilling its responsibilities to the County.

2. The selected firm shall perform construction contract administration by assisting County as follows:
 - a. Making arrangements for the preconstruction conference, leading the preconstruction conference and distributing copies to all parties;
 - b. Providing engineering certification reviews as required by the State of New Mexico;
 - c. Working with County's Contractor, advise and consult with County regarding the performance and progress of the project and provide assistance for solutions to conditions or problems that may arise regarding design or construction.
3. The selected firm shall review and, if acceptable, approve shop drawings, samples, schedules, and other submissions of the Contractor for conformance with the Construction Documents. The selected firm shall also:
 - a. Observe the manner of incorporation of materials into the project and the workmanship with which such materials are incorporated.
 - b. Review, and if acceptable, approve materials and/or equipment substitutions for compliance with contract documents.
 - c. Review results of specified tests.
 - d. Be available to County during office hours for consultation.
 - e. Review completed construction, advise County on the need to correct observed defects, and approve payments to the Contractor for correctly completed construction. Recommendations for correction of any observed defects, as well as approval for payments shall, as quickly as possible, be uploaded to the selected firm's "FTP" site for County and County's Contractor to review.
 - f. Prepare such change orders as may be required for the project.
4. The selected firm shall visit the project worksite as often as necessary and at intervals appropriate to each stage of construction, or as otherwise required in the performance of its duties and obligations under this contract. The selected firm shall become generally familiar with the progress and quality of the work in order to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in substantial accordance with the Construction Documents and County's plans. However, the selected firm shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the

work. On the basis of the site visits, the selected firm shall keep the County reasonably informed about the progress and quality of the portion of the work completed, and report to the County as quickly as possible: (1) known deviations from the contract documents and from the most recent construction schedule submitted by the contractor, and defects and (2) deficiencies observed in the work.

5. In response to questions from County's Contractor or County about the contract documents or as the selected firm deems otherwise appropriate, the selected firm shall provide interpretations and clarifications of the contract documents that are consistent with the County's intent and are reasonably inferable from the contract documents. Interpretations and clarifications shall be in the form of written explanation or directives and/or supplementary details or drawings, whichever may be required to complete, or made definite the provisions of the drawings and specifications.
6. The selected firm shall respond to questions pertaining to contract documents as soon as possible, depending upon the situation, and no more than three (3) days after notification by County or County's Contractor.
7. Any and all communications and/or decision by the selected firm, including interpretations and/or clarifications of the drawings, specifications or other contract documents, and directions, or decisions regarding performance of the work, shall be in writing and copies shall be provided to the County.
8. Any instructions by the County and its Contractor shall be in writing and shall be forwarded to the selected firm.
9. The selected firm shall maintain a complete and detailed project record consisting of all project related correspondence, memorandum, notes, statements for services, and related documents, application and certification for payments, and related documents, minutes of any meetings, and inspection reports issued or received by the selected firm.
10. The selected firm shall timely review, on behalf of County, County's Contractor's submittals to ensure compliance with the requirement of and the design contract that has been approved by the County. Said review by the selected firm shall be within five (5) calendar days of receipt of an RFI and no later than one (1) month after receipt of submittal.

Construction Budget

At this time, the County does not have a construction budget and the services provided by selected firm will be used as a tool to obtain funding to constructed the sports/recreation complex.

Other Services

1. As part of the project, and in addition to the other requirements in this RFP, the selected firm shall also perform/provide the following services:
 - a. Timely review, comply and ensure compliance of any and all work on the project with all laws, codes and regulations applicable or imposed by various governmental authorities having jurisdiction over the project, including but not limited to approval of the plans by the New Mexico Construction Industry Division and issuance of a certificate of occupancy to County for the project upon completion of work
 - b. Timely consider and advise County's Contractor and County of the comparative values of alternative materials, building systems and equipment relative to construction, maintenance, and life cycle costs to achieve a design appropriate and suitable for the project budget.
 - c. Work with the County's Contractor and any and all governmental entities in obtaining any and all necessary construction permits and ingress/egress permits
 - d. Provide construction inspections/site observations as may be necessary and/or required by any government entity or code administration authority.
 - e. Perform the services of this RFP expeditiously as is consistent with the professional skill and care which is ordinarily applied by Architects of good standing with the New Mexico Board for Registration for Architects.
 - f. The selected firm shall employ the services of any and all necessary consulting Architects, Engineers, Surveyors, etc., so as to provide such professional services required by the contract. Such services may include, Structural Engineering, Electrical Engineering, Mechanical Engineering, Property Boundary Surveying and/or Topographic Surveying.

Clovis, NM 88101
Email: mcrouch@currycountynm.gov

Written questions/request must be submitted no later than 2:00 PM (Mountain Daylight Time) on May 9, 2024 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents.

Only written questions/requests that are sent to the below email address will be considered. Oral questions/requests will not be considered. Written or oral questions/requests submitted to any other Department or employee will not be considered.

FUNDING

This solicitation is subject to the availability of funds to accomplish the work and authorization being made by the Legislature of New Mexico for the performance of this project. If sufficient appropriations and authorization are not made by the legislature, the County may immediately terminate the solicitation or agreement by giving the selected firm written notice of such termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the selected firm and shall be final. The selected firm hereby waives any rights to assert an impairment of contract claim and any/all similar claims against the County, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of the agreement by the County or the Department of Finance and Administration.

REQUIREMENTS FOR PROPOSAL

1. The selected firm shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version on a USB "Memory Stick" of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.

2. The selected firm with the top-ranking proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
3. Proposals shall not exceed fifty (50) printed sheet face pages exclusive of cover letter, divider sheets, proof of financial stability and all other forms included in the RFP.

PROPOSAL PACKAGE

The Request for Proposal must include each of the following Evaluation Criteria as required by statute (§ 13-1-120.B NMSA 1978). Each proposal submitted must address the required Evaluation Criteria. The County must assign a weight factor to each of the Evaluation Criteria to communicate to the selected firm the relative importance of each.

Each offeror must submit the following as labeled, tabbed and in the same order as follows:

Letter of Transmittal: This is a brief letter to the County which provided the following information:

- a. Name and address of the selected firm
- b. Names, title and telephone number of the contact person for the offeror
- c. A statement that the proposal is in response to this RFP.
- d. The signature, typed name, and title of an individual who is legally authorized to commit the offeror to this proposal. The contents of the successful proposal may become a contractual obligation if a contract ensues.
- e. A statement acknowledging and accepting the Terms and Conditions of this RFP.

PLANNING AND DESIGN SERVICES

1. **Criteria #1 Specialized Design and Technical Competence:** Provide specialized design and technical competence of the business, including a joint venture or association, regarding the design of Sports/Recreation Facilities. Include a plan of approach to successfully complete the project within the time allowed. This should include the offeror 's approach to manage budget, time constraints, site preparation and assisting the County with bid documents as well as evaluation of proposals.
2. **Criteria #2 Capacity and Capability:** Provide 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. Provide experience in the environmental, technical, operational and maintenance aspects of a Sports/Recreation Facility similar to the proposed Sports/Recreation Complex set forth herein. Offeror shall provide resumes of key personnel assigned to this project along with an organization chart for this project. Offeror shall provide their total team staff and dedicated staff to the project. If the offeror will not have an office in Clovis, New Mexico, please describe in detail how the offeror will handle the Architectural work required from a remote location. If offeror is not to have a full time senior representative available in Clovis, NM, offeror shall provide detail as to how they will handle response time as needs arise during the project.
3. **Criteria #3 Past Record of Performance:** Provide past record of performance on contracts with governmental agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.

Offeror shall include three most recent projects of similar nature within the last five years to include:

- Description of project
- Original cost estimate
- Final Bid Award Amount
- Final contract award amount
- Original schedule estimate
- Final completion date

- Change orders
- Contact reference with a valid email address

Include the number of projects within the last ten (10) years, if any, that were not completed within the original schedules and overall percentage of projects within the last ten (10) years, if any, the offeror has worked on that exceeded initial schedules. Contact references with a valid email address on the project need to be listed.

4. **Criteria #4 Familiarity with the Contracting Agency:** Provide proximity to or familiarity with the Curry County area where the project is located.
5. **Criteria #5 Work to be Done in New Mexico:** Provide the amount of design work that will be produced by a New Mexico business within the state.
6. **Criteria #6 Current Volume of work with the Contracting Agency Not 75% Complete:** Provide the volume of work previously done for the County which is not seventy-five percent complete with respect to basic professional design services (through bidding phase), with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principle of selection of the most highly qualified business is not violated.

Offeror should indicate the volume of work it currently has underway with the County that is less than 75 percent complete. The purpose of this criteria is to help distribute projects among qualified firms. An example of how points will be assigned is provided below:

| Value of work not yet completed on projects that are not 75% Complete | (Example) Points to be allowed for this item |
|---|--|
| None | 5 |
| \$1 to \$ 25,000 | 4 |
| 25,001 to 50,000 | 3 |
| 50,001 to 75,000 | 2 |

| | |
|-------------------|---|
| 75,001 to 100,000 | 1 |
| 100,001 or more | 0 |

INTERVIEW EVALUATION CRITERIA (optional)

1. **Criteria #1** Describe your project manager’s and project team’s experience specifically relevant to this project.
2. **Criteria #2** What unique experience does your project team have that can be applied to the successful completion of this project?
3. **Criteria #3** Describe the approach your project team will take to successfully complete this project.
4. **Criteria #4** What are the project’s critical issues, and how will your project team approach and address them?
5. **Criteria #5** What challenges do you foresee for this project, and how will your project team address and overcome them?
6. **Criteria #6** What innovative ideas or concepts will your project team apply to this project?
7. **Criteria #7** Describe the strengths and weaknesses of your project team?

EVALUATION CRITERIA

| Letter of Transmittal | Pass/Fail |
|--|------------------|
| PLANNING & DESIGN SERVICES | |
| 1. Specialized Design and Technical Competence* | 30 Points |
| 2. Capacity and Capability* | 25 Points |
| 3. Past Record of Performance* | |

| | |
|--|--------------------------|
| | 25 Points |
| 4. Familiarity with the Contracting Agency* | 10 Points |
| 5. Work to be Done in New Mexico | 5 Points |
| 6. Current Volume of Work with the Contracting Agency not 75% Complete* | 5 Points |
| SUBTOTAL (Total possible points for Planning & Design Services) | <u>100 Points</u> |
| 1. Resident/Native American Veterans Preference (if applicable) Or | 10 Points |
| 2. Resident/Native American Business Preference (if applicable) | 8 Points |
| SUBTOTAL (Preference) | <u>10 Points</u> |
| Interview by Finalist(s) (optional) | |
| 1. Criteria #1 | 10 Points |
| 2. Criteria #2 | 15 Points |
| 3. Criteria #3 | 20 Points |
| 4. Criteria #4 | 15 Points |
| 5. Criteria #5 | 15 Points |
| 6. Criteria #6 | 15 Points |
| 7. Criteria #7 | 10 Points |
| SUBTOTAL (Total possible points for interview with finalists) | <u>100 Points</u> |
| TOTAL POINTS POSSIBLE | <u>210 Points</u> |

CONSIDERATION OF PROPOSALS

- 1) RECEIPT, OPENING AND RECORDING

- a) Proposals received on time will be opened in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.
- b) The names of all offerors submitting proposals and the names of all offerors, if any, selected for interview shall be public information. After award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

2) PROPOSAL EVALUATION

- a) Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of services required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - i) Acceptable,
 - ii) Potentially acceptable, that is, reasonably assured of being made acceptable, or
 - iii) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
- b) The County shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality or quantity of the services. (§ 13-1-132 NMSA 1978).
- c) If an offeror, who otherwise would have been awarded a contract is found not to be a responsible offeror, a Determination that the offeror is not a responsible offeror, setting forth the basis of the finding, shall be prepared by the Chief Procurement Officer. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Offerors, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-12 NMSA 1978).
- d) Selection process (§ 13-1-120 NMSA 1978).

- i) An evaluation committee composed of representatives selected by the County will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three (3) offerors in regard to the particular project and may conduct interviews with and may require public presentation by all offerors applying for selection regarding their qualifications, their approach to the project, and their ability to provide the required services.
- ii) All scoring will be conducted in group scoring session(s). Evaluation Committee members will fill out a proposal evaluation worksheet containing individual scores. After completion of scoring, the individual names will be redacted from the worksheets. The Evaluation Committee members' scores will be averaged to obtain final scores on a master summary sheet.
- iii) Award will be made to the Offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County.
- iv) If fewer than three offerors have submitted a statement of qualifications for a particular project, the committee may:
 - (1) Rank in order of qualifications and submit to the County for award those offerors which have submitted a statement of qualifications;
or
 - (2) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to § 13-1-104 NMSA 1978.

3) NEGOTIATIONS (§13-1-122 NMSA 1978)

- a) The County's designee shall negotiate a contract with the highest qualified offeror for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

- b) Should the County's designee be unable to negotiate a satisfactory contract with the offeror considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that offeror shall be formally terminated. The designee shall then undertake negotiations with the second most qualified offeror. Failing accord with the second most qualified offeror, the designee shall formally terminate negotiations with that offeror.
- c) The designee shall then undertake negotiations with the third most qualified offeror.
- d) Should the designee be unable to negotiate a contract with any of the offerors selected by the committee, additional offerors shall be ranked in order of their qualifications, and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified offeror or the procurement process is terminated and a new RFP is initiated.
- e) The County shall publicly announce the offeror selected for award.

4) NOTICE OF AWARD

- a) After award by the County, a written notice of award shall be issued by the County after review and approval of the proposal and related documents by the County with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978).

PROJECTED TIME (Estimate)

The services shall begin immediately following a Notice to Proceed issued by the County which is to be expected to be issued no later than July 9, 2024. The preliminary architectural design and schematic design shall be completed by November 5, 2024 in order to utilize design and estimate to use for construction funding requests.

FEES STRUCTURE

Successful Offeror:

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

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

PROTEST DEADLINE

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) calendar days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Purchasing Agent.

Sequence of Events

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

| | Action | Responsibility | Date |
|----|---|-----------------------|----------------------|
| 1. | Issue of RFP | Curry County | April 22, 2024 |
| 3. | “Notice to Owner of Intent to Propose” (Mandatory) | Potential Offeror’s | May 6, 2024 5p.m. |
| 4. | Deadline to submit questions | Potential Offeror’s | May 9, 2024 at 2p.m. |

| | | | |
|-----|---|----------------------------------|---|
| 5. | Last Response to Written Questions/RFP Amendments | Curry County | May 13, 2024 at 5p.m. |
| 6. | Submission of Proposal | Offeror | May 31, 2024 At 2:00 p.m. |
| 7. | Proposal Evaluation | Evaluation Committee | May 31, 2024 to June 14, 2024 through ENTER |
| 8. | Selection of Finalist(s) | Evaluation Committee | June 14, 2024 (tentative) |
| 9. | Interview/Oral Presentation by Finalist | Offeror | TBD if deemed necessary |
| 10. | Notice of Intent to Award and Negotiate Contract | Curry County, Awarded Offeror | June 14, 2024 through July 9, 2024 |
| 11. | Approve Contract | County Commission | July 16, 2024 (tentative) |
| 12. | Commence Services | Contract Offeror | July 17, 2024 (tentative) |

CONTRACT TERMS AND METHOD OF PAYMENT

The contract shall begin July 17, 2024 (tentative) and run for a period of three (3) years thereafter, or upon completion of the Scope of Work for the project listed below, whichever comes first. The submitted proposal shall be attached and become part of the contract. The successful offeror will be paid during each phase of consulting, i.e. design phase and construction phase as set forth in the negotiation contract.

BIDDER’S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the

respondent. The following documents are required to be included in your proposal packet:

1. Offeror's Response Form – Page #34
2. Execution of Proposal Form – page #35
3. Offeror's Reference Form – page #36
4. Offeror's Certification and Non-Collusion Affidavit – page #37
5. Offeror's Information Form – page #38
6. Copy of Business License – include with page #39
7. Completed W-9 – include with page #39
8. Options, Exceptions or Variations – Page #39
9. Resident/Veterans Preference Certification – page #40-41
10. Campaign Disclosure Form – pages #42-43
11. Proof of Insurance

OWNERSHIP OF DATA

Upon execution of the agreement, the offeror shall grant the County a license to use the offeror's instruments of service, including the drawings and specifications for the purposes of constructing, using, maintaining, altering and adding to the project. The offeror shall obtain similar nonexclusive licenses from the offeror's consultants consistent with the RFP. The license granted under this section permits the County to authorize the Contractor, subcontractors, and suppliers, as well as the County's consultants and separate contractors, to reproduce applicable portions of the instruments of service for use in performing services or construction for the project.

Offeror shall perform the services and prepare all documents under the agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. Offeror shall deliver to County in PDF form, and on request, the tape or compact disc format and the name of the supplier of the software/hardware necessary for County's use of the design file. All files provided by Offeror shall be compatible with AUTOCAD 2012 and SketchUP 8 in order for the County to be able to open/access the same. As to any drawing that Offeror provides in CADD or similar file format, County acknowledges that anomalies and errors may be

introduced into data when it is transferred or used in computer environment, and that County should rely on hard copies of all documents.

Contractual Provisions

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

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

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

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

NONDISCRIMINATION STATEMENT

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

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

Applicable Laws: The contract shall be governed by the laws of the State of New Mexico

ADDITIONAL TERMS

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.
3. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact Curry County's Purchasing Agent by **email prior to the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent. The County is not responsible for any errors or omissions contained in the Offeror's proposal.
4. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the Offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to

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

5. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The Offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
6. The Offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
7. Proposals that do not meet the requirements set forth may be considered non-responsive.
8. The County reserves the right to negotiate any and all elements of this RFP.
9. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
10. Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 8% (8 Points). The Offeror's proposal must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Eight points will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Business Preference Certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead.
11. Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a completed Resident Veterans Preference Certificate in the proposal. The resident veteran shall receive up to 10% (10 Points). The Offeror's proposal must contain a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Ten Points will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Veterans Certificate as follows: Resident Veterans Businesses with annual revenues of \$3M or less shall receive 10 points
12. Non-Collusion: Offeror's, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of

collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

13. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contacts of similar nature, or to reject the proposal from any Offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
14. If an Offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
15. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
16. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful Offeror.
17. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
18. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
19. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing Offeror's during the negotiation process.
20. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
21. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of

performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.

22. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
23. In submitting this proposal, the Offeror represents that they have familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
24. In signing this proposal, the Offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
25. The County shall negotiate a contract with the highest qualified Offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
26. The Offeror will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
 - a. General and professional liability insurance in the amount of \$2,000,000 single limit, and \$2,000,000 aggregate.
 - b. Workers' Compensation insurance as required by state statute.
27. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The Offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Offeror fails to comply with

the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

28. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the Offeror or employee or agent thereof connected in any way with Offeror's performance under this RFP or Contract.
29. The Offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
30. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the Offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).
31. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
32. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
33. The County's policy on requests for copies of proposal information after award is as follows:

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

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

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

The fee must be paid before the information is released.

PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP #2023/24-08 PROFESSIONAL ARCHITECTURAL SERVICES FOR
SPORTS/RECREATION COMPLEX
DUE DATE: May 31, 2024

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

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

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

Signature Name (Typed/Printed)

Company Position

Address Telephone Number FAX Number

City, State, Zip Tax ID # E-mail Address

State of _____)

County of _____)

_____(name), being duly sworn, deposes and says that he/she is
_____(title) of _____(company) and all foregoing

Questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 202_.

Notary Public

My commission expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
EXECUTION OF PROPOSAL FORM
RFP #2023/24-08 PROFESSIONAL ARCHITECTURAL SERVICES FOR
SPORTS/RECREATION COMPLEX
DUE DATE: May 31, 2024

DATE: _____

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

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

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

Business Name

Authorized Signature Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

OFFEROR'S REFERENCE FORM
RFP #2023/24-08 PROFESSIONAL ARCHITECTURAL SERVICES FOR
SPORTS/RECREATION COMPLEX
DUE DATE: May 31, 2024

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

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFEROR'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM
RFP #2023/24-08 PROFESSIONAL ARCHITECTURAL SERVICES FOR
SPORTS/RECREATION COMPLEX
DUE DATE: May 31, 2024

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.
I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2023/24-08 Professional Architect Services for Sports/Recreation Complex** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

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

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFEROR'S INFORMATION FORM
RFP #2023/24-08 PROFESSIONAL ARCHITECTURAL SERVICES FOR
SPORTS/RECREATION COMPLEX
DUE DATE: May 31, 2024

1. Legal Business Name: _____
2. Street Address: _____
3. City, State & Zip: _____
4. Type of Business: _____ State of Registration: _____

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

5. Name & Title of Authorized Signer: _____
6. Primary Contact: _____
7. Phone: _____ FAX _____
8. Email: _____
9. Company Website: _____

10. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

**OFFEROR MUST ATTACH A COPY OF ITS BUSINESS LICENSE
AND A COMPLETED W-9 FORM**

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OPTIONS, EXCEPTIONS OR VARIATIONS FORM
RFP #2023/24-08 PROFESSIONAL ARCHITECTURAL SERVICES FOR
SPORTS/RECREATION COMPLEX
DUE DATE: May 31, 2024

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

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS _____
Signature

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

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
RFP #2023/24-08 PROFESSIONAL ARCHITECTURAL SERVICES FOR
SPORTS/RECREATION COMPLEX
DUE DATE: May 31, 2024

RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

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

Please check one box only

Resident Veterans:

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

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

Native American

Under the law, Native American-owned companies will receive either an 8% or 10% equivalent based on whether they are also a veteran-owned business. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

I do not claim New Mexico Resident Business, New Mexico Veteran's Resident Business or Native American preference on this bid.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2023/24-08 PROFESSIONAL ARCHITECTURAL SERVICES FOR
SPORTS/RECREATION COMPLEX
DUE DATE: May 31, 2024

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: Commissioners Fidel Madrid, Brad Bender, Dusty Leatherwood, Seth Martin and Robert Thornton; Treasurer Kendall Kempf, Assessor Sam Kelley, Sheriff Michael Brockett, Clerk Anastasia Hogland, or Probate Judge Hollie Barnett.

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)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

<https://www.tax.newmexico.gov/businesses/business-preference-certification/>