



Request for Qualifications:
Los Lunas 2019 System Based Projects & Additional LLS Projects
RFQ No. 2020-001-MR
ADDENDUM No. 2- QUESTIONS & ANSWERS
July 12, 2019

Procurement Manager:
Michelle Romero, CPO, Director of Purchasing
505-866-8246 Phone
505-866-8262 Fax
Email: mromero@llschools.net

RFQ No. 2020-001-MR
Addendum No. 2
Questions & Answers
July 12, 2019

1. On the top of page 13, where it is identifying the list of items to be excluded from the 35 page maximum count, one of the items listed is Attachment DP Ver. 462019-1 Architect/Design Professional Basic Services – Scope of Work. Is this the same as Exhibit A, Scope of Work (found on pages 20-28 of the RFQ)? If it is not, where would we find Attachment DP Ver. 462019-1? Is it required to be included in our response?

ANSWER: It is included/incorporated as part of Exhibit A – entitled: Architect/Design Professional Basic Service SCOPE OF WORK.

2. Do the section dividers/tabs that are requested under Section III.C (p. 12) count against the 35 page maximum? They are not on the list of excluded items on page 13.

ANSWER: No the tabs are intended to be identifiers of the beginning and ending of the required sections. However, be advised if they are used to provide additional information or narratives, it will be considered as part of the total of the page count.

3. Section IV.C.4 mentions that the offerors' financial stability will be assessed using the linked NMPSFA guidelines and declaration form. Presumably this means that we will need to include the Declaration & Confirmation of Fiscal Viability form (Form COFV-Ver. 1-2018) in our proposal response. Does this form count against the 35 page maximum page count, or will it be excluded like the other required forms are?

ANSWER: It is considered as part of the total page count. If it was not provided in this manner, the converse would have required a financial report which would in all probability required more pages.

4. Are we to understand correctly that we need to follow both the proposal format outlined on pages 13-14 (items a. through i.), in the order listed, and the evaluation criteria outlined on pages 16-17 (items a. through n.), also in the order listed? While there is some overlap between these two lists, there are a number of items on the evaluation criteria list that are not included in the proposal format list (i.e., organization chart, quality system, proximity to the site, completed project/contracts, etc.), and corresponding items are not in exactly the same order on the two lists. Do you have a preferred way for us to organize the items from both lists (e.g., Would you prefer us to

present all of the proposal format items, in order, and then afterwards present any evaluation items that were not already covered? Or would you prefer for us to try to integrate the evaluation items into the proposal format items wherever it makes sense?)

ANSWER: The Specific Proposal Format section takes precedent and should be address as indicated. All other additional requirement, that are not duplicates of the preceding Format, shall be addressed in the order of their appearance.

5. Regarding item j. on the evaluation criteria list (p. 17), please clarify what the 10 points for “successful negotiation of fee and other terms for this work” will be based upon. Are you looking for a narrative that addresses how our firm intends to successfully negotiate the fee/terms for this contract, if we are a successful offeror? Or is this 10 points going to be added during Steps II and III of the solicitation process, when firms actually do submit fee/cost proposals and negotiate the contract/agreement?

ANSWER: Example(s) of the firm’s ability to cooperatively work with a prospective Client to establish mutually acceptable and satisfying arrangement. The context of how it is presented is within your purview.

6. Regarding item l. on the evaluation criteria list (p. 17), the way this question is written implies that the organizational chart needs to show the firm’s overall structure, including the hierarchical organization of all owners/employees/job functions, not just those who will be working on the proposed project(s). This seems to run contrary to most other RFQ/RFP formats for A/E services which request an organizational chart showing the management/decision-making/communication channels between proposed project team members. Would you please clarify which type of organizational chart is being requested here.

ANSWER: It is advised not to compare this RFQ to any other RFQ/RFP. It is purposely intended not to be. The criterion contained in this RFQ is design to build a profile that assist in the development of a quantifiable picture of proposed qualifications. Each individual requirement builds upon one or more previous asked, or some upcoming requirements in the criterion. Simply stated, one criteria may be connected to another. The Request to provide the “Structure of Your Business” it means exactly what is stated – each organization has various types of personnel – Managerial, Administrative, Operational, Technical, etc., the request is to provide that information.

7. Also regarding item l. on the evaluation criteria list (p. 17), would you clarify what is meant by the third item, “Detailed Professional Staff Breakdown”? What type of information would you like to see for this third item, different or distinct from merely giving a count/breakdown by professional discipline, which presumably would be included as part of the second item, “Staff Composition”?

ANSWER: See the response to Question #6 above.

8. In the RFQ, under C – 1, it is stated “Proposals shall follow the same structure, sequence, and outline as this Request for Qualifications.” In subsection i, after “Current Workload,” it is states “Offerors shall ensure (as applicable) they specifically and clearly address all the Evaluation Factors set-forth/listed in Article V Evaluation, Section A Evaluation Criteria, inclusive, in the order listed.” The criteria evaluation has a slightly different order than the order listed in Section C. Do we need to follow the sequence listed in Section C and make sure we include all evaluation criteria, or do we need to follow the order in the evaluation criteria? Please let me know if I need to clarify anything.

ANSWER: Regarding the Order of Precedence – When addressing any specific Topic/Questions/Requirement the item shall be addressed in the order in which it appears in RFQ. In relation to the order in which to address the Evaluation Criteria (Section A or Section C), the order provided in Section A takes precedence, and any Criteria contained in Sections C, that are not reiterative of the items contained in Section A, shall be addressed in order of their appearance. *The order of the criteria does not necessarily imply any greater significance than another criteria.*

9. RFQ Page 20 Scope of Work; as replaced by Addendum #1. We feel the MACC amounts established for each project will assist us in our efforts to determine the overall magnitude of effort required to complete each project, leading into the preparations of Step 2.
- a. Will the District publish the MACC amounts to all respondents of this RFQ via Addendum?
 - b. Or will the District publish the MACC amounts to the Prime after scoring / before Step 2 commences?

ANSWER: Pricing and Cost information are not a factor in this Step of this RFQ Process, and may not be considered, or allowed to influence the Qualifications selection process.

10. Related to Step 2 of this RFQ process- please publish the web linkage to the online Step 2 documents.

ANSWER: The document may be accesses at this link – However, be advised no discussion or questions regarding the Document or the Step in which it is assigned, will be entertained/allowed during Step I of the RFQ Process - http://www.nmpsfa.org/files/PS_A-E_RFQ_CP_CvrLtr_FV-04-2019_SM.pdf

11. Related to Step 2 of this RFQ process- please summarize again the District’s intended process for what DP’s will be asked to submit in Step 2.

ANSWER: Refer to the response to Question #10 above. Further, be advised, the process adheres to the mandates of Section 13-1-124, NMSA 1978 Chapter 13, Public Purchases and Property, and New Mexico Administrative Code - Title 1 General Government Administration - Chapter 5 Public Property Management, PART 18 ARCHITECT RATE SCHEDULE

Professional Services Contract Questions:

ANSWER REFERENCING QUESTIONS 12-25: Although we, the District, cursorily answered the first interrogatory under this heading, this Step 1 of the RFQ is not intended to address the Contractual provisions. Contractual provision may be addressed in Step II, it most certainly is applicable to Step III of this process. (*Refer to Article II, Section C, Paragraph 15 & 16 at Page #8 & 9 respectively, of this Step I RFQ Document.*)

12. Professional Services A-E Contract; Page 2; Section 1.0.1.1 Investigation of Site and Project Conditions. Our Professional Liability Insurance has advised no insurance coverage extends to the additional existing conditions liability burdens referenced in this section. We respectfully suggest this section be modified to reflect the courts-established Standard of Care, and the published Insurance Contract Guide for Design Professionals:

- a. First Paragraph, replace with: Design Professional represents that, prior to the execution of this Agreement, it will take steps reasonably necessary to ascertain the nature and location of the Work, and that it will become familiar with the local conditions, will correlate observations with current code requirements and life safety needs, and will obtain a reasonable understanding of observable and known existing conditions for the Project. In the event the Owner furnishes the Design Professional/Engineer with any information about such matters, the Owner does not warrant the correctness or accuracy of the information. Design Professional/Engineer represents that it has examined all Contract/Agreement Documents and will familiarize itself with the Project, the laws, rules, and regulations relating to the Project; the environmental considerations affecting the Project and the Work; and the character of the facilities needed preliminary to and during Work performance.

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

ANSWER: No. The stated provision does not imply or infer in any manner that the DP will be held accountable for pre-existing condition that are beyond the DP's control to change or correct during the performance of the Agreement. The purpose of the provision is to promote and compel due diligence in ascertaining the nature and location of the Work, in order to have a reasonable basis of affirming additional cost under a claim of "Unforeseeable Circumstances or Events".

Further, it also bares mentioning, there is no competent Insurance Underwriter who would issue a policy, or a New Mexico Law, that would permit applying accountability to anyone for a circumstance or condition that existed prior to their involvement or connection in the matter.

- b. In the third and fourth paragraphs, we respectfully find that professionally-licensed surveyors are the most capable entity to establish utility locations on the Owner's property. We also find that PSFA/Owners continue to accept surveys as Owner-provided information in the Exhibit A – Part B 1.0.5 Geotechnical Engineering and 1.0.6 Civil Engineering, in keeping with this sentiment. We

therefor respectfully suggest paragraphs three and four be modified to reflect Owner-provided surveys.

- i. Third Paragraph, replace with: Design Professional will complete the Work for the compensation stated in this Contract/Agreement.
- ii. Fourth Paragraph, replace with: The Design Professional shall endeavor to design to protect all known utilities for areas of its work, and as necessary or required, maintain in operation, all utilities, subject to temporary shut-downs required to facilitate construction.

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

13. Professional Services A-E Contract; Page 3; Section 1.0.5 Standard of Care and Coordination. Our Professional Liability Insurance has advised no insurance coverage extends to the additional Standard of Care obligations referenced in this section. We respectfully suggest this section be modified to reflect the courts-established Standard of Care, and the published Insurance Contract Guide for Design Professionals:

- a. First Paragraph, replace with: In providing Services under this Contract/Agreement, the Design Professional and its consultants shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Design Professional and by mutual agreement between parties, the Design Professional will, without additional compensation, correct those Services not meeting such a standard.
- b. Second Paragraph, replace with: The Design Professional shall be responsible for the coordination of its consultants, and the coordination of the design components of the Project in order:
- c. 1.0.5.1 Paragraph, replace with: The Design Professional is completely responsible for the professional quality, technical accuracy, and coordination of all drawings, specifications, and other work or materials produced and furnished by their staff and that of its consultants, and will be required, at no additional cost to the Owners, to revise any errors or deficiencies in their work not meeting such standard of care, notwithstanding any review, approval, acceptance, or payment by the Owners. This responsibility continues after final payment is made to the Design Professional.

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

14. Professional Services A-E Contract; Page 4; Section 1.0.9 Materials and Workmanship. We find this language is tailored to describe the obligations of the Construction Contractors and their completed Work on the project. As such, we respectfully suggest this section be deleted, as it does not apply to the Services conducted by the Design Professional nor services described elsewhere in the Contract/Agreement.

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

15. Professional Services A-E Contract; Page 6; Section 2.0 Compensation; 2.0.2 In regards to the statement about changing tax rates, we respectfully request the statement ‘...the Owner can amend this Agreement...’, to be replaced with ‘...the Owner will amend this Agreement...’ to reflect varying tax rates will be accommodated in the amended Agreement.

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

16. Professional Services A-E Contract; Page 11; Section 10.0 Product of Service-Copyright. We agree to the copyright terms as outlined this section. However, we remain concerned about any potential for the documents to be re-used without our knowledge or authorization. We respectfully suggest the following be added to this section:

- a. The Owners shall not reuse or make any modification to the construction documents without prior written authorization of the Design Professional. The Owners agree, to the fullest extent permitted by law, to indemnify and hold harmless the Design Professional against damages, liabilities, or costs, including legal costs, arising from or allegedly arising from the unauthorized reuse or modification of the construction documents by the Owners or by others through the Owners sharing of the documents.

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

17. Professional Services A-E Contract; Page 13; Section 12.0 Amendment; 12.0.3. We have concerns the Owners may make unspecified changes to the Contract/Agreement without recourse. We respectfully suggest the following be added at the end of the paragraph:

- a. ‘...; or (v) method of delivery or packaging of Deliverables, subject to mutual agreement of both parties of this Contract/Agreement.’

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

18. Professional Services A-E Contract; Page 14; Section 19.0 Indemnification. Our Professional Liability Insurance has advised the indemnification requirements be modified to fit within standard coverages. We respectfully suggest the first sentence be replaced with the following:

- a. The Design Professional/Engineer shall indemnify and hold harmless the Agency and the State of New Mexico from costs, damages, reasonable attorneys' fees and expenses, which are incurred by the Agency or the State of New Mexico and arise out of the performance of this Contract/Agreement, but only to the extent caused by the negligent act or failure to act of the Design Professional/Engineer, its officers, employees, or its sub-consultant resulting in injury or damage to persons or property during the time when the Design Professional/Engineer of any officer, agent, employee, or sub-consultant thereof has or is performing services pursuant to this Contract/Agreement.'

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

19. Professional Services A-E Contract; Page 16; Section 22 Insurance Requirements.

- a. We respectfully suggest all references to 'bonds' this section be deleted, as bonds do not apply to architectural practice.
- b. We respectfully suggest all instances of the word 'ensure' be replaced with 'endeavor', as we cannot guarantee the actions of others.
- c. v. Pollution Insurance. We respectfully suggest this this paragraph be deleted, as this section does not apply to architectural practice.
- d. vii. Property Insurance (Builder Risk). We respectfully suggest this this paragraph be deleted, as this section does not apply to architectural practice.
- e. ix. Our Insurance requests the conditions of the insurance coverage be modified to fit within standard coverages. We respectfully suggest replacing this section with:

"The minimum policy limits required in this Article are exclusive of costs of defense, except for Professional Liability. The Design Professional/Engineer's obligation to procure and maintain the insurance required in this Article 22, subparagraphs i-viii above is not in derogation of, nor in substitution for Design Professional/Engineer's obligation to indemnify and save the Owners harmless under those provisions or under the Indemnification clause, it being understood that Design Professional/Engineer's obligation to indemnify and save the Owners harmless is limited to the amount or availability of insurance proceeds."
- f. x. Additional Insured. Our Insurance requests the conditions of the insurance coverage be modified to fit within standard coverages. We respectfully suggest replacing this section with:

"The Owner shall be listed as additional insured on the Design Professional/Engineer's General Liability and Auto Liability policies

required under the terms of this Agreement, and such liability insurance policies shall be primary policies and any excess/umbrella policies shall be primary to any primary and/or excess/umbrella liability insurance carried by the Owner.”

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

20. Professional Services A-E Contract; Page 26; Exhibit A Architect/Design Professional Basic Service Scope of Work.

- a. We respectfully suggest to delete ‘(h) Site utility studies and reports’, to align with the sentiment that professionally-licensed surveyors are the best entity to perform this scope of work.
- b. We respectfully suggest to delete all references to “obtaining licensing agencies’ or other regulatory entity’s review and approvals, as required”, as PSFA elsewhere states this review and approval shall be by PSFA.
- c. 5 Bidding Phase- bidding phase services; (b) bidding documents distribution. We respectfully suggest this scope be deleted as it typically is a negotiated reimbursable expense or direct contract between the Owners and the Printing/Distribution center. Design Professionals are not typically staffed or otherwise set up to manage bidding document distribution directly themselves.
- d. 6 Construction Administration phase – construction administration phase services. We respectfully suggest the following scope be deleted, as these are a typical CA responsibility of the Construction Contractor in the Owner-Contractor Agreement General Conditions.
 - i. (d) administration of progress meetings.
 - ii. (h) coordination of applicable regulatory agency review and approvals.
 - iii. (j) project closeout, including: (i) maintenance, operation, and start-up assistance
 - iv. (j) project closeout, including: (ii) recording of construction and warranty documents

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

Contract General Requirement Questions:

21. Exhibit A – Part B General Requirements; Page 2; Section 1.06 Civil Engineering. We respectfully request clarification on wide-ranging civil engineering, perhaps replace this sentence to read:

- a. “Wide-ranging civil engineering, or civil engineering work outside of the Project Site Area proposed for the project, is considered Additional Services.”

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

22. Exhibit A – Part B General Requirements; Page 2; Section 1.07 Protection of Vegetation, Structures, Equipment, Utilities, and Improvements. We are concerned the wording of this section places a burden to protect from contractor actions, subject to the contractors’ means and methods. Respectfully, we suggest replacement with the following:

- a. Paragraph (a). “The Design Professional shall design to preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under this Contract/Agreement. The Design Professional shall design to only remove trees when specifically authorized to do so, and shall endeavor to design to avoid damaging vegetation intended to remain in place.”
- b. Paragraph (b). “The Design Professional/Engineer shall design to protect from damage all existing improvements and utilities to remain undisturbed (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be reasonably known by the Design Professional/Engineer under the standard of care.”

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

23. Exhibit A – Part B General Requirements; Page 4; Section 1.1 Programming Phase; 1.1.4 We respectfully suggest this section be deleted as it pertains to Facilities Master Planning, which is not the subject of this RFQ.

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

24. Exhibit A – Part B General Requirements; Page 4; Section 1.1 Programming Phase; 1.1.5 Our Professional Liability Insurance has advised no insurance coverage extends to the additional existing conditions liability burden referenced in the first sentence of 1.1.5. We respectfully suggest this sentence to be modified to reflect the courts-established Standard of Care, and the published Insurance Contract Guide for Design Professionals:

“The Design Professional shall transmit the Project Program Statement to the Owners, along with written confirmation that the Design Professional has visited the site, become familiar with the local conditions, has correlated observations

with current code requirements and life safety needs, and has a reasonable understanding of observable and known existing conditions for the Project.”

Question: Do the Owners find the wording and intent suggested in the above to be acceptable?

25. Exhibit A – Part B General Requirements; Page 1; Basic Services. We have questions about Additional Services- in the previous iterations of the Owner-Architect Agreement, Part B also included a listing of 12 types of Additional Services.

- a. What became of those previous Additional Services in these new Owner-Architect Agreement documents?
- b. We find similar missing General Conditions for the following:
 - i. Wage Rate Requests
 - ii. Construction Administration
 - iii. Evaluation of the Work
 - iv. Modifications or Changes to the Work
 - v. Certificates of Payment
 - vi. Submittals
 - vii. Closeout
 - viii. Means and Methods
 - ix. Record Drawings
 - x. Jobsite Safety
 - xi. Project Representation
 - xii. Time
 - xiii. Owner Responsibilities
 - xiv. Construction Cost
 - xv. Reimbursable Expenses
 - xvi. Payments

Question: what became of the above previous sections of the General Conditions?

END OF ADDENDUM NO. 2- QUESTIONS & ANSWERS– Proceed to Acknowledgement of Addendum No. 2

ACKNOWLEDGEMENT OF ADDENDUM NO. 2 QUESTIONS & ANSWERS

REQUEST FOR QUALIFICATIONS FOR LOS LUNAS SCHOOLS

Los Lunas Schools RFQ 2020-001-MR

In acknowledgment of receipt of this Request for Qualifications (RFQ), the undersigned agrees that he/she has received a complete copy of the RFQ and Addendum No. 2 Q&A dated 07/12/2019.

The acknowledgment of receipt MUST be signed and returned with your RFQ proposal package on or before July 24, 2019, 2:00 PM Local Time.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

Please return to:

Michelle Romero
Los Lunas Schools Buyer
P.O. Drawer 1300
Los Lunas, NM 87031
Phone: (505) 866-8246
Fax: (505) 866-8262
E-mail: maromero@llschools.net