

**REQUEST FOR PROPOSALS  
FOR  
STATE CAPITOL COMPLEX ARCHITECTURAL AND ENGINEERING AND  
RELATED CONSULTANT SERVICES**

LEGISLATIVE COUNCIL SERVICE  
490 OLD SANTA FE TRAIL, SUITE 411  
SANTA FE, NEW MEXICO 87501  
(505) 986-4600

ISSUE DATE:  
MARCH 10, 2023

**NOTICE**

The New Mexico 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 bribes, gratuities and kickbacks.

## TABLE OF CONTENTS

	<u>PAGE</u>
I. Introduction .....	1
II. Conditions Governing the Procurement .....	6
III. Proposal Format and Organization .....	14
IV. Specifications.....	16
V. Evaluation .....	18
VI. Contract Terms and Conditions.....	22

## I. INTRODUCTION

### **A. Purpose of this Request for Proposals (RFP).**

The Legislative Council Service (LCS) is soliciting sealed proposals to establish a contract through competitive negotiations for the purchase of architectural and engineering and related consultant services based on the Scope of Work described below. All potential Offerors are to read, understand and accept the requirements of this RFP.

### **B. Background Information.**

Pursuant to Section 2-3-4 NMSA 1978, the Director of the LCS, under the direction of the New Mexico Legislative Council, is responsible for providing for the exclusive control, care, custody and maintenance of the State Capitol complex and its premises. The Director oversees Legislative Building Services (LBS), which performs the functions related to the care and maintenance of the State Capitol complex and its premises. The LCS and LBS have identified a need for general architectural and engineering and related consultant services to be provided on an as-needed basis for a variety of projects on the premises of the State Capitol complex, to be identified by the LCS as funding becomes available and as specific needs are identified.

The LCS seeks proposals for architectural and engineering and related consultant services from qualified firms or individuals capable of providing architectural, landscape architectural, structural, civil, electrical and mechanical engineering as needed. The successful Offeror(s) will work with LCS and LBS staff project managers, client agencies, their designated representatives and construction managers through on-call contracts.

Section 15-3-36 NMSA 1978 requires that selected building appropriations or selected building renovations funded through legislative appropriations from the general fund, severance tax bond proceeds, supplemental severance tax bond proceeds or general obligation bond proceeds be designed and constructed to attain the federal Environmental Protection Agency's Energy Star ® qualification, or an alternative, equivalent standard specified by rule of the Energy, Minerals and Natural Resources Department.

The intent of this RFP is to make to make multiple awards to qualified firms or individuals to enter into single contracts for services on an as-needed basis. Pursuant to Section 13-1-154.1 NMSA 1978, a state agency may procure multiple architectural or engineering services contracts for multiple projects under a single qualifications-based request for proposals; provided that the total amount of multiple contracts and renewals for a single contractor for those services does not exceed seven million five hundred thousand dollars (\$7,500,000) over four (4) years and that a single contract, including any renewals, does not exceed six hundred fifty thousand dollars (\$650,000).

### **C. Scope of Procurement.**

The LCS seeks proposals for architectural and engineering and related consultant services from qualified firms or individuals capable of providing programming, design, oversight and

management services, as needed. The successful Offerors will work with LCS and LBS staff project managers through on-call contracts.

#### 1) Scope of Work.

The scope of work for the general architectural and engineering and related consultant services contracts to be awarded will include, but not necessarily be limited to, full basic architectural and engineering and related consultant services for projects on the premises of the State Capitol complex and engineering or general engineering services on an as-needed basis.

Full basic architectural and engineering services will include: programming (site investigation and prioritization scheduling); schematic design (preliminary alternative materials and systems recommendations, including life cycle maintenance briefing and feasibility of utilizing alternative energy sources); design development; construction documents; bidding or negotiation; construction administration; and project closeout and eleven (11)-month warranty inspection. Construction administration will include a minimum of weekly project site meetings and inspection. Project closeout services will include one design process analysis meeting to assess implementation of sustainable design and construction requirements into the project and review any lessons learned from the overall effort.

In addition, as-needed services may include, but are not limited to: facility master planning and master plan updates; deficiency investigations; LEED® consulting; Energy Star® consulting; various alteration, remodel, retrofit and new construction projects to improve facility infrastructure, buildings and building systems; design services for job order construction projects, site and drainage improvements; and limited hourly services, including, but not limited to: cost estimates; cost and schedule analysis to include status of cost and schedule performance of projects; plan review to include review of construction drawings for maintainability and fitness with LEED® or Energy Star® objectives, or both; feasibility studies; determining and drawing existing conditions; site investigations; federal Americans with Disabilities Act of 1990 compliance review and recommendations; statutory and regulatory requirements support; data collection; general specifications; and conference and meeting support assistance.

Engineering or general engineering services will include: water and wastewater projects; utilities design standards; water distributions; master planning; civil engineering design; architectural design; construction administration (preparation of construction documents, including scheduling all work and inspections); modeling; storm water management and public drainage; environmental assessments; structural design; mechanical, electrical and plumbing; geotechnical services (soil investigation, laboratory testing, structural reports, plans and survey data); geological reports; hydrology reports and investigation; scoping reports; and inspection reports of the proposed projects.

Project-based services may include, but are not limited to: civil engineering design and development, planning, building, utility infrastructure (water and storm water) and geotechnical services. The scope of this proposal will be to assist the LCS and LBS in all aspects of the projects, including, but not limited to: adherence to the International Building Code; conformity

with state and federal grant submittals as required; design planning; construction engineering; surveying; and conformity with the regulations, laws, ordinances and requirements of all governmental agencies and authorities that have jurisdiction over design criteria and environmental impact applicable to the project.

## 2) Implementation Procedures.

It is the intent of the LCS to make multiple awards to qualified design professionals that span a wide range of disciplines, specialties and expertise. Qualified firms or individuals will enter into single contracts for services on an as-needed basis pursuant to Section 13-1-154.1 NMSA 1978. The proposed term of awarded contracts will not exceed four (4) years and cannot exceed seven million five hundred thousand dollars (\$7,500,000) in fees over the term of the contract. Each project fee may not exceed six hundred fifty thousand dollars (\$650,000). Larger projects may be contracted separately. A project may not be divided to meet the limits of a contract or the project fee cap.

During the term of the contract, each identified project will be presented to the successful Offeror(s) with a scope of work, schedule and proposed fee as a "work order". No work shall begin without a signed work order and approved purchase order. The LCS will provide program and operational support through all phases of any identified project. LBS will provide technical assistance and overall project management. LCS reserves the right to revise the scope of work or the MACC for any identified project and negotiate the fee accordingly.

The successful Offeror (or Offerors) shall agree that it may not be the sole successful Offeror providing architectural design or general engineering and related services to the LCS or LBS, and the LCS, upon consultation with LBS, shall determine what work is assigned to the successful Offeror (or Offerors).

The actual amount available for work orders under this RFP is unknown. However, it is anticipated that three (3) to fifteen (15) projects will be identified over the four (4)-year term of the contract, depending on such factors as available appropriations, authorization and volume of demand for service. Award of an on-call contract as a result of this RFP does not guarantee any work being ordered under the resultant contract.

The work order fees on a specific project will be based upon the approved Architect/Engineer Rate Schedule as per New Mexico Administrative Code (NMAC) 1.5.18. The LCS will negotiate the fee determined to be fair and reasonable for the scope of work.

The proposed project schedule will be included in the work order identifying a specific scope of work, fee and reimbursable expenses. The project schedule is negotiable, but prompt performance of the identified project is expected. If a schedule cannot be successfully negotiated, the LCS reserves the right to withdraw the work order and offer a similar work order or contract order to another firm under contract pursuant to this RFP.

Sample Project Schedule:	<p><b><u>Phase</u></b></p> Property Acquisition Contract Execution Programming LCS/LBS Review Schematic Design LCS/LBS Review Design Development LCS/LBS Review Construction Documents LCS/LBS Review Bidding/Approval Construction Warranty Estimated Project Length	<p><b><u>Estimated Schedule</u></b></p> XXX X Weeks X Weeks X Weeks X Weeks X Weeks X Weeks X Weeks X Weeks X Weeks X Weeks XX Weeks 52 Weeks XXX Weeks
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Project MACC:                   \$ To be determined\*

Proposed Fee:                   *Not to Exceed \$650,000\**

**D. Procurement Manager.** The LCS has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and email address are listed below:

Name:                   Amy Chavez-Romero, Procurement Manager  
Address:                Legislative Council Service  
                            490 Old Santa Fe Trail, Suite 411  
                            Santa Fe, NM 87501  
Telephone:           (505) 986-4685  
Email:                 [amy.chavez-romero@nmlegis.gov](mailto:amy.chavez-romero@nmlegis.gov)

All deliveries of responses via express carrier must be addressed as follows:

Name:                   Amy Chavez-Romero  
Reference RFP Name:   Request for Proposals-State Capitol Complex Architectural and  
                                  Engineering and Related Consultant Services  
Address:                Legislative Council Service  
                            490 Old Santa Fe Trail, Suite 411  
                            Santa Fe, NM 87501

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Other LCS or LBS employees or Evaluation Committee members do not have the authority to respond on behalf of the LCS. Offerors may contact ONLY the

Procurement Manager regarding this procurement, except to schedule a site visit as provided in Section II(B)(3) of this RFP or to file a protest as provided in Section II(B)(14) of this RFP.

**E. Definitions and Terminology.**

Definitions of terms used throughout this procurement document, including appropriate abbreviations, are as follows:

- 1) "consultant" means the qualified professional selected for this project by the Evaluation Committee;
- 2) "contract" means a written agreement for the procurement of items of tangible personal property, services, construction or professional services;
- 3) "contractor" means the successful Offeror who enters into an agreement with the LCS;
- 4) "design professional" means a New Mexico licensed architect, engineer, landscape architect or surveyor selected for this project by the Evaluation Committee;
- 5) "determination" means the written determination of a decision of the Procurement Manager, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains;
- 6) "Evaluation Committee" means the body appointed to perform the evaluation of Offerors' proposals;
- 7) "MACC" means the maximum allowable construction cost as defined in the agreement between the LCS and the design professional;
- 8) "multiple source award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror;
- 9) "Offeror" means any person, corporation or partnership who chooses to submit a proposal;
- 10) "Procurement Manager" means the person or the person's designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals;
- 11) "proposal" means the Offeror's response to the RFP;
- 12) "request for proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals;

13) "responsible Offeror" means an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal;

14) "responsive offer" or "responsive proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in this RFP. Material respects of this RFP include, but are not limited to, price, quality, quantity or delivery requirements;

15) "selection" means a formal written notice by the chair of the Evaluation Committee that a firm has been selected to enter into a contract for services;

16) "staff" means an individual who is a full-time, a part-time or an independent contractor of the Offeror; and

17) "State Capitol complex" means the State Capitol, Capitol North (also known as "the annex"), the State Capitol Parking Facility and adjoining grounds of any of the foregoing.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

### A. Sequence of Events.

<u>Event</u>	<u>Date</u>
1. Issuance of RFP	March 10, 2023
2. Acknowledgment of Receipt Deadline	March 29, 2023
3. Deadline for Site Visits	April 7, 2023
4. Deadline to Submit Questions	April 13, 2023
5. Response to Written Questions	April 19, 2023
6. Receipt of Proposals	April 25, 2023
7. Proposal Evaluation	April 26-May 2, 2023*
8. Selection of Finalists	May 3, 2023*
9. Oral Presentation	May 10, 2023*
10. Contract Negotiations	May 11-17, 2023*
11. Contract Award(s)	May 26, 2023*
12. Protest Deadline	+ 15 days

\* The dates indicated in Events 7 through 11 are estimates only and may be subject to change without requiring an amendment to the RFP.

The events identified in the schedule above are briefly described below.



## **B. Explanation of Events.**

1) Issuance of RFP. This RFP will be advertised in two (2) newspapers of general circulation pursuant to Sections 13-1-104 and 13-1-113 NMSA 1978 and will be posted to the legislative website at: [https://www.nmlegis.gov/Publications/Request For Proposals](https://www.nmlegis.gov/Publications/Request_For_Proposals).

Potential Offerors may direct questions about the RFP to Amy Chavez-Romero, Procurement Manager, at the LCS, 490 Old Santa Fe Trail, Suite 411, Santa Fe, NM 87501; telephone (505) 986-4600.

2) Acknowledgment of Receipt Form. Potential Offerors should email the Acknowledgment of Receipt of RFP that accompanies this document, Appendix A, to [amy.chavez-romero@nmlegis.gov](mailto:amy.chavez-romero@nmlegis.gov) and include "A/E Services RFP Acknowledgment Form" in the subject line. Those Offerors will be placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 5:00 p.m. Mountain Daylight Time on March 29, 2023.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgment of RFP Form shall constitute a presumption of receipt and rejection of the RFP and the potential Offeror's organization name shall not appear on the distribution list.

3) Deadline for Site Visits. Potential Offerors may contact Raphael "Dhrett" Baca, Project Manager, by email at [raphael.baca@nmlegis.gov](mailto:raphael.baca@nmlegis.gov) to schedule a site visit, which site visit shall occur no later than April 7, 2023. Potential Offerors should provide at least forty-eight (48) hours of notice with regard to a requested site visit.

4) Deadline to Submit Written Questions. Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 p.m. Mountain Daylight Time on April 13, 2023, as indicated in the Sequence of Events. All written questions must be submitted before the deadline to the Procurement Manager at [amy.chavez-romero@nmlegis.gov](mailto:amy.chavez-romero@nmlegis.gov).

5) Response to Written Questions. Written responses to questions will be distributed as indicated in the Sequence of Events to all potential Offerors whose organization names appear on the procurement distribution list. An email copy shall be sent to all Offerors that provide an Acknowledgment of Receipt of RFP Form described in Paragraph 2) of this subsection. Additionally, a copy shall be posted to: [https://www.nmlegis.gov/Publications/Request For Proposals](https://www.nmlegis.gov/Publications/Request_For_Proposals).

6) RFP Amendments. If an RFP amendment is deemed necessary, it will be issued as indicated in the Sequence of Events to all potential Offerors whose organization names appear on the procurement distribution list. An email copy shall be sent to all Offerors that provide Acknowledgment of Receipt of RFP Forms described in Paragraph 2) of this subsection before

the deadline. Additionally, a copy shall be posted to:  
[https://www.nmlegis.gov/Publications/Request For Proposals](https://www.nmlegis.gov/Publications/Request_For_Proposals).

The written acknowledgment form sent with the amendment shall be completed by the Offeror and submitted with the proposal as evidence of receipt of the amendment.

7) Submission of Proposals. An original and four (4) copies of the proposal and supporting documentation shall be submitted to the LCS. Proposals shall also be submitted in electronic format. Proposals shall be in the format specified in Section III of this RFP and must be signed by the Offeror.

The deadline for receipt of proposals by the LCS is April 25, 2023, no later than **4:00 p.m.** Mountain Daylight Time. Proposals will be time-stamped upon receipt.

All proposals shall be submitted in sealed envelopes marked "Proposal for State Capitol Complex Architectural and Engineering and Related Consultant Services".

All proposals must be addressed to:

Amy Chavez-Romero, Procurement Manager  
Legislative Council Service  
490 Old Santa Fe Trail, Suite 411  
Santa Fe, NM 87501

A proposal may be modified by an Offeror prior to the deadline for submission of proposals by delivery of a written modification to the above address. The sealed envelope shall be marked "Modification to Proposal for State Capitol Complex Architectural and Engineering and Related Consultant Services".

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering written notice or by telephone notification to the Procurement Manager.

Any proposal or modification received after the deadline for submission of proposals shall be considered late. Unless a late proposal is the only one received, no late proposal or late modification shall be considered unless it would have been timely but for the action or inaction of the LCS. Time limits shall not otherwise be waived.

Proposals shall not be opened publicly and shall not be open to public inspection until after award of the contract.

8) Evaluation of Proposals. Proposals shall be initially evaluated by the Evaluation Committee using the criteria listed in Section V of this RFP. During the initial evaluation process, the Procurement Manager may seek clarification from Offerors, but shall *not* negotiate with Offerors. Discussion *shall not* be initiated by the Offerors.

9) Selection of Finalists. The Evaluation Committee shall select and the Procurement Manager shall notify the finalist Offerors as per the Sequence of Events in this RFP or as soon as possible. A schedule for oral presentations and demonstrations to take place on May 10, 2023 shall be determined at this time.

The final selection of an Offeror shall be made by the New Mexico Legislative Council based on evaluation of the responses by the Evaluation Committee. The Offeror selected to perform the work and those Offerors not selected shall be notified in writing by the Procurement Manager. Selection does NOT constitute an obligation to contract with the successful Offeror.

10) Oral Presentations. Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per the Sequence of Events in this RFP or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and the Procurement Manager.

11) Finalize Contractual Agreements. Any contractual agreement(s) resulting from this RFP shall be finalized with the most advantageous Offeror(s). In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the LCS reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12) Contract Awards. After review of the Evaluation Committee report and the signed contract, the LCS shall award the contract pursuant to the schedule in the Sequence of Events or as soon as possible thereafter.

The contract shall be awarded to the Offeror(s) whose proposals are most advantageous to the LCS, taking into consideration the weighted evaluation factors set forth in this RFP. The most advantageous proposal(s) may or may not have received the most points.

13) Cancellation of RFP and Rejection of Proposals. The LCS reserves the right to cancel this RFP at any time and for any reason.

Any and all proposals may be rejected in whole or in part when it is in the interest of the LCS to do so. The LCS shall not be responsible for the payment of any costs incurred by the Offeror in the preparation or submission of a proposal.

The issuance of this RFP, the receipt of proposals or the selection of an Offeror in no manner obligates the LCS to the eventual purchase of services. This process is solely at the discretion of the LCS and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

14) Protest Deadline. Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978. As a Protest Manager has been named in this RFP, pursuant to Section 13-1-172 NMSA 1978, *only* protests delivered directly to the Protest

Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute and this RFP. The fifteen (15)-calendar-day protest period shall begin on the day following the award of contracts and shall end at 5:00 p.m. Mountain Daylight Time on the fifteenth (15th) day. Protests shall be written and shall include the name and address of the protestor and the request for proposal number. It shall also contain a statement of the grounds for protest, including appropriate supporting exhibits, and it shall specify the ruling requested from the party listed below. The protest must be delivered to:

Raúl E. Burciaga, Director (Protest Manager)  
Legislative Council Service  
490 Old Santa Fe Trail, Suite 411  
Santa Fe, NM 87501.

### **C. General Conditions of this RFP.**

1) Acceptance of Conditions Governing the Procurement. Potential Offerors shall indicate acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

2) Incurring Cost. Any cost incurred by the potential Offeror in preparation, transmittal or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3) Prime Contractor Responsibility. Any agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with the LCS that may derive from this RFP. The LCS shall make payments only to the prime contractor.

4) Subcontractors. The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the agreement whether or not subcontractors are used. Additionally, the prime contractor shall receive approval, in writing, from the LCS before any subcontractor is used during the term of the agreement.

5) Consultants. Since any award is made on a quality-evaluation process, replacement of consultants after award of and prior to the contract execution may cause the Offeror to be disqualified.

6) Amended Proposals. An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such an amended proposal shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such in the transmittal letter. The Procurement Manager shall not merge, collate or assemble proposal materials.

7) Offerors' Rights to Withdraw Proposals. Offerors shall be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a

written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

8) Disclosure of Proposal Contents. The proposals shall be kept confidential until negotiations are completed by the LCS. At that time, all proposals and documents pertaining to the proposals shall be subject to public inspection, except for material that is clearly marked proprietary or confidential. The Procurement Manager shall not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 through 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the LCS shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. The proposal shall be subject to public inspection pursuant to the provisions of the Inspection of Public Records Act, subject to any exceptions to that act.

9) No Obligation. This RFP in no manner obligates the LCS or LBS to the use of Offeror services until a valid written contract is awarded and approved by the appropriate authorities.

10) Termination. This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the LCS determines such action to be in its best interest.

11) Sufficient Appropriation. Any agreement or contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations shall be effected by sending written notice to the contractor. The LCS's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

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

13) Governing Law. This procurement and any agreement with an Offeror that may result from this procurement shall be governed by the laws of New Mexico.

14) Basis for Proposal. Only information supplied, in writing, by the LCS through the Procurement Manager or in this RFP shall be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement is available on the legislative website at: [https://www.nmlegis.gov/Publications/Request For Proposals](https://www.nmlegis.gov/Publications/Request_For_Proposals).

15) Contract Terms and Conditions. The contract will follow the format specified by the LCS and contain the terms and conditions set forth in this RFP. However, the LCS reserves the right to negotiate with an Offeror provisions in addition to those contained in this RFP.

16) Offerors' Terms and Conditions. Offerors shall submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the LCS.

17) Contract Deviations. Any additional terms and conditions, which may be the subject of negotiation, shall be discussed only between the LCS and the Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18) Offeror Qualifications. The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee shall reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19) Right to Waive Minor Irregularities. The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20) Change in Contractor Representatives. The LCS reserves the right to require a change in contractor representatives if the assigned representative is not, in the opinion of the LCS, meeting its needs adequately.

21) Notice of Penalties. The Procurement Code, Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22) Agency Rights. The LCS, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of the potential Offeror's proposal.

23) Right to Publish. Throughout the duration of this procurement process and contract term, Offerors and contractors shall secure from the LCS written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and

contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal.

24) Ownership of Proposals. All documents submitted in response to the RFP shall become property of the LCS.

25) Confidentiality. Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the LCS.

The contractor(s) agrees not to publish or disclose such confidential information to any third party without obtaining the written permission of the Director of the LCS.

26) Electronic Mail Address Required. A large part of the communication regarding this procurement shall be conducted by electronic mail (email). The Offeror must have a valid email address to receive this correspondence.

27) Disclosure Regarding Responsibility. Any prospective Offeror and any of its principals shall agree to disclose whether or not they, or any principal of their company:

(a) are presently debarred, suspended, proposed for debarment or declared ineligible for award of contract by any federal entity, state agency or local public body;

(b) have, within a three (3)-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law or receiving stolen property;

(c) are presently indicted for, or otherwise criminally or civilly charged by any (federal, state or local) governmental entity with, commission of any of the offenses enumerated in Subparagraph (b) of this disclosure;

(d) have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds three thousand dollars (\$3,000), of which the liability remains unsatisfied; provided that taxes are considered delinquent if: (i) the tax has been assessed, but not if there is a pending administrative or judicial challenge to that assessment and all administrative and judicial appeal rights have been exhausted; and (ii) the taxpayer has failed to pay the tax liability when full payment was due and required but not in cases where enforced collection action is precluded; or

(e) have, within a three (3)-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

For the purpose of this disclosure, "principal" means an officer, director, owner, partner or person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Manager if, at any time prior to the contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this RFP. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of the fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the contractor is indicted or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this RFP, the contractor shall provide immediate written notice to the Procurement Manager or the Director of the LCS. If it is later determined that the contractor knowingly rendered an erroneous disclosure, in addition to other remedies available, the LCS may terminate the involved contract for cause. The LCS may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the LCS.

28) Conflict of Interest; Governmental Conduct Act. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under the contract. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

### **III. PROPOSAL FORMAT AND ORGANIZATION**

**A. Number of Responses.** Potential Offerors shall submit only one (1) proposal for this RFP.



**B. Number of Copies.** Offerors shall deliver one (1) original and four (4) identical copies (five (5) total) of their proposal and one (1) electronic version of the proposal containing all confidential information separated on the electronic version (must mirror the hard copy submitted) to the location specified in Section I(D) on or before the closing date and time for receipt of proposals.

**C. Proposal Format.** All proposals must be submitted on 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and organized with tabs delineating each section. All foldout sheets, up to a maximum of 11 x 17 inch sheets shall be counted as two (2) pages and shall be labeled as such. The length of the proposal shall be limited to a maximum of forty (40) numbered pages (printed sheet faces) of text no smaller than 10 point and graphics.

Material excluded from the forty (40)-page maximum count is limited to the:

1. front cover (photos with captions on inside cover allowed);
2. divider pages (blank except for title information);
3. letter of transmittal;
4. table of contents page (one (1) page maximum)(number as page I);
5. resumes;
6. certificate(s) of insurance;
7. disclosure regarding responsibility; and
8. resident business, Native American resident business, resident veteran business, Native American resident veteran business, resident contractor, Native American resident contractor, resident veteran contractor or Native American resident veteran contractor certificate (if applicable).

**Proposal Content and Organization.** All pages shall be numbered. The proposal shall be organized and indexed in the following format and shall contain, at a minimum, all listed items in the sequence indicated:

- (a) signed letter of transmittal;
- (b) table of contents;
- (c) response to specifications (tabbed or indexed in the same order as the specifications);
- (d) certificate(s) of insurance;
- (e) providers fee schedule;
- (f) disclosure regarding responsibility;

(g) resident business, Native American resident business, resident veteran business, Native American resident veteran business, resident contractor, Native American resident contractor, resident veteran contractor or Native American resident veteran contractor certificate (if applicable); and

(h) other supporting material (optional).

#### IV. SPECIFICATIONS

Offerors should respond in a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials, shall be evaluated and awarded points accordingly.

##### **A. Technical Specifications.**

1) Specialized Design. Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

2) Evidence of Understanding of Scope of Work. Evidence of understanding of scope of work, the site and existing conditions.

3) Capacity and Capability. 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. Offerors shall identify those individuals who will be involved in providing the architectural and engineering and related consultant services and shall include the relevant licensure, certification, education, training and prior experience of each listed individual. Additionally, the résumés of all key personnel shall be included. This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform both the scope of work outlined in this RFP and the specific services contained in the description of services portion of the Offeror's proposal. The Offeror's ability to meet the evaluation factors contained in of this RFP shall be stated in this section of the proposal.

4) Past Record of Performance. Offerors shall provide a description of their past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.

5) Organizational References. Offerors shall provide a minimum of three (3) organizational client references from similar projects performed for private, state or local government clients within the last three (3) years. References shall include the organizational client's name and an email address and phone number for the organizational client project manager for the relevant project and a description of the project performed.

6) Oral Presentation. If selected as a finalist, an Offeror shall agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the LCS. The Evaluation Committee may request finalists to provide oral presentations of their proposals as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

**B. Business Specifications.**

1) New Mexico/Veteran/Native American Resident Preference. The relevant preference certificate issued pursuant to Section 13-1-21 or 13-1-22 NMSA 1978 shall be included for a business or contractor claiming a preference for a resident business, resident veteran business, Native American resident business, Native American resident veteran business, resident contractor, resident veteran contractor, Native American resident contractor or Native American resident veteran contractor. Certificates for preferences can be obtained through the Taxation and Revenue Department website at:

<https://www.tax.newmexico.gov/businesses/in-state-veteran-preference-certification/>.

2) Errors and Omissions Insurance Certificates. The awarded contract shall require that the contractor maintain insurance throughout the term of the contract for protection from claims that may arise out of the contractor's operations under the contract, including operations by the contractor and subcontractors and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The limits of liability required include coverage for not less than the following amounts or greater if required by law:

<u>Type of Coverage Required</u>	<u>Minimum Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability	Bodily Injury: \$1,000,000 per person/\$1,000,000 per occurrence and Property Damage; or combined single limit coverage of \$1,000,000 per occurrence.

With the Offeror's proposal, an Offeror must submit current certificates of insurance showing current coverage equal to or greater than the above-referenced amounts.

Because of the complexity of any given project, additional Errors and Omissions insurance may be required.

3) Letter of Transmittal. The Offeror's proposal must contain a letter of transmittal that includes the following information:

- (a) the name of the Offeror;
- (b) the name, title, telephone number and email address of the person authorized by the Offeror to contractually obligate the Offeror;
- (c) the name, title, telephone number and email address of the person authorized to negotiate the contract on behalf of the Offeror;
- (d) identification of whether subcontractors will be used in the performance of the contract, if awarded;
- (e) a description of any relationship with any entity that will be used in the performance of the contract, if awarded;
- (f) the signature of the Offeror;
- (g) the date of the proposal;
- (h) a statement that the Offeror accepts the Conditions Governing the Procurement as set forth in this RFP;
- (i) a statement that the Offeror, if awarded the contract, will comply with the contract terms and conditions set forth in this RFP; and
- (j) a statement that the Offeror's proposal is valid for sixty (60) days after the deadline for submission of proposals.

4) Disclosure Regarding Responsibility. The Offeror's proposal shall contain a disclosure of responsibility as set forth in Section II(C)(27) of this RFP.

## **V. EVALUATION**

All Offeror proposals shall be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed nonresponsive shall be eliminated from further consideration. The responsible Offeror whose proposal is most advantageous to the LCS shall be selected to perform the services. The inclusion of cost as a factor does not require the LCS to select the lowest cost proposal.

**A. Evaluation Point Summary.** The following weighted evaluation factors shall be considered:

- |                             |   |     |
|-----------------------------|---|-----|
| 1. Technical Specifications |   |     |
| a.                          | Specialized Design                          | 25% |
| b.                          | Evidence and Understanding of Scope of Work | 25% |

c.	Capacity and Capability	20%
d.	Past Record of Performance	20%
e.	Organizational References	7%
f.	Oral Presentation	3%

2. Business Specifications

a.	Errors and Omissions	Pass/Fail
b.	Letter of Transmittal	Pass/Fail
c.	Disclosure Regarding Responsibility	Pass/Fail

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978, the required additional percentage of the total weight of the factors used in evaluating the proposal shall be awarded to an Offeror that provides a copy of the Offeror's valid preference certificate issued by the Taxation and Revenue Department for a resident business, Native American resident business, resident veteran business, Native American resident veteran business, resident contractor, Native American resident contractor, resident veteran contractor or Native American resident veteran contractor.

An additional eight (8) percent of the total weight of the factors used in evaluating the proposals shall be awarded to an Offeror who qualifies as a resident business, Native American resident business, resident contractor or Native American resident contractor by submitting a copy of the Offeror's current valid preference certificate issued by the Taxation and Revenue Department. An additional ten (10) percent of the total weight of all the factors used in evaluating the proposals shall be awarded to an Offeror who qualifies as a resident veteran business, Native American resident veteran business, resident veteran contractor or Native American resident veteran contractor.

An Offeror shall not be awarded both a resident business preference and a resident veteran business preference or a Native American resident business preference and a Native American resident veteran business preference. Moreover, an Offeror shall not be awarded both a resident contractor preference and a resident veteran contractor preference or a Native American resident contractor preference and a Native American resident veteran contractor preference.

**B. Evaluation Factors.** A brief explanation of each evaluation factor is listed below. Information in a factor category may overlap information in other factor categories. Offerors are encouraged to fully address each factor completely, as points are assigned for responses to each. Responses to the RFP shall include information and past project experiences specific to the Offeror submitting the proposal.

1) Technical Specifications.

(a) Specialized Design.

- Briefly describe the Offeror's vision, mission and business philosophy.
- Briefly describe the history of the Offeror's business.

- Briefly describe relevant experience of the Offeror's team in the following areas, listing each party's involvement:
  - a. prior work performed on an as-needed basis for public or private entities;
  - b. life cycle costing;
  - c. project and construction management;
  - d. system design;
  - e. structural repairs;
  - f. construction contract administration and observation;
  - g. mechanical upgrades and replacements; and
  - h. historical restoration.
- List various completed project types, particularly those accomplished under an as-needed contract, including size, complexity, budget and schedule, where the Offeror's firm was the architect or engineer of record. The listed projects must demonstrate that the firm, through previously completed work, has developed expertise to provide design through construction administration phase services as required.

(b) Evidence of Understanding of Scope of Work.

- Describe the Offeror's proposed approach to managing the project expertly and efficiently, including distribution of tasks, travel and duration during which the Offeror will be on site, etc.
- Describe what approach the Offeror will take to ensure equality assurance and control.
- Describe the Offeror's procedure for recording, storing and retrieving drawings, specifications and other records.
- Describe what the Offeror will do to foster teamwork and cooperation from contractors and subcontractors and subconsultants and what the Offeror will do to minimize adversarial relationships.
- Please explain any project difficulties related to management issues or lack of scope understanding and how the Offeror handled these issues.

(c) Capacity and Capability.

- Substantiate how the Offeror's team can most effectively undertake responsibilities associated with a potential project.
- Indicate key personnel to be assigned to this project, their specific roles, experiences, backgrounds and Professional Seal/Certificate Numbers.
- Clearly identify the lines of authority, coordination and limits of capacity for each member of the team.
- Identify essential management functions and how these functions are effectively integrated during each phase of the project.
- Delineate the role of subconsultants.
- Indicate relationship of the Offeror's current workload to possible projects from this RFP.

(d) Past Record of Performance.

- Project data may be included under the Specialized Design tab.
- List various completed project examples and include size, complexity, budget and schedule where the Offeror's business was the architect or engineer of record. The listed projects must demonstrate that the Offeror, through previously completed work, has developed expertise to provide architectural or engineering services and related consultant services. The listed projects may include design through construction administration phase services or studies or reports.
- *Budget Methodology/Cost Control:* Define how estimates of probable construction costs are established and maintained with respect to a project budget; how constructability, other recommendations, value engineering and other design phase cost controls will be used; and how change orders and other potential add-costs during construction will be controlled. For each example project listed in Subparagraph (a) of this paragraph above under "Specialized Design", list the original construction cost budget per the consultants' agreement, the actual bid amount (including accepted additive alternates) and the final construction amount.
- *Quality Control Methodology:* For each example project listed in Subparagraph (a) of this paragraph above under "Specialized Design", define how the projects were designed for durability and maintainability. Define whether and how these projects actually improved energy efficiency through the use of an integrated design process, life cycle costing and the specification of energy efficient materials, systems and equipment.
- *Schedule Control:* For each example project listed in Subparagraph (a) of this paragraph above under "Specialized Design", define the original agreement schedule by listing the design start date, bid date, construction start date, substantial completion date and the final completion date. Compare these contractual dates with the actual respective dates. Explain any differentials between the original and actual project schedule milestones. Summarize the Offeror's schedule control process.
- *Client References:* For each example project listed in Subparagraph (a) of this paragraph above under "Specialized Design", provide the name and current phone number of the client's project manager. A higher evaluation weighting shall apply to those Offerors providing letters of recommendation for the listed projects.

(e) Organizational References. Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror's services, the timeliness of services, the responsiveness to problems and complaints and the level of satisfaction with the Offeror's overall performance.

(f) Oral Presentation. Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. (If no oral presentations are required, Offerors will receive the total points.)

2) Business Specifications.

(a) Errors and Omissions Insurance Certificate. Pass/fail only. No points assigned.

(b) Letter of Transmittal. Pass/fail only. No points assigned.

(c) Disclosure Regarding Responsibility. Pass/fail only. No points assigned.

## VI. CONTRACT TERMS AND CONDITIONS

The Contract between the LCS and the successful Offeror shall contain substantially the following terms and conditions. In the letter of transmittal, the Offeror shall include a statement agreeing to these terms and conditions and explaining any terms or conditions with which the Offeror does not agree.

**A. Scope of Work.** This portion of the Contract shall be drafted following selection of a Contractor to perform the services. It shall incorporate the scope of work in this RFP and the description of services from the proposal.

**B. Compensation.** The total compensation shall not exceed the limit specified in the Contract. The total amount shall include applicable New Mexico gross receipts taxes for services, which shall be paid by the Contractor. The hourly rate or any other basis for compensation shall be specified in the Contract. Payment shall be made upon receipt and review by the LCS of a detailed statement from the Contractor of services rendered, costs incurred for materials delivered or other costs incurred in the month preceding the month the invoice is submitted. Invoices shall not be issued more frequently than monthly.

**C. Work Orders for Projects.** During the term of the Contract, each identified project shall be presented to the Contractor with a scope of work, schedule and proposed fee as a "work order". No work shall begin without a signed work order and approved purchase order. The LCS shall provide program and operational support through all phases of any identified project. LBS shall provide technical assistance and overall project management. The LCS reserves the right to revise the scope of work or the MACC for any identified project and negotiate the fee accordingly.

The work order fees on a specific project shall be based upon the approved Architect/Engineer Rate Schedule as per New Mexico Administrative Code (NMAC) 1.5.18. The LCS shall negotiate the fee determined to be fair and reasonable for the scope of work.



A proposed project schedule shall be included in the work order identifying a specific scope of work, fee and reimbursable expenses. The project schedule is negotiable, but prompt performance of the identified project is expected. If a schedule cannot be successfully negotiated, the LCS reserves the right to withdraw the work order and offer a similar work order or contract order to another person under contract for general architectural and engineering and related consultant services.

**D. Term.** The Contract shall be effective and its terms shall extend from a date to be determined by the Director of the LCS through April 30, 2027 or such other date as agreed upon by the parties, but the term of the Contract, including any extensions or renewals, shall not exceed a total of four (4) years.

**E. Termination.** The Contract may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A party may not nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

**F. Status of Contractor.** The Contractor is an independent contractor performing professional services for the LCS and is not an employee of the State of New Mexico. The Contractor shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico by virtue of the Contract.

**G. Assignment.** The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the LCS.

**H. Subcontracting.** The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the LCS.

**I. Records and Audit.** The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the LCS and the State Auditor. The LCS shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose the right of the LCS to recover excessive or illegal payments.

**J. Release.** The Contractor shall, upon final payment of the amount due under the Contract, release the LCS, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under the Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed in the Contract by the State of New Mexico, unless the Contractor has express written authority from the LCS to do so, and then only within the strict limits of that authority.

**K. Confidentiality.** Any information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the LCS.

**L. Product of Service; Copyright.** All materials developed or acquired by the Contractor under the Contract shall become the property of the State of New Mexico and shall be delivered to the LCS not later than the termination date of the Contract. Nothing produced, in whole or in part, by the Contractor under the Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

**M. Conflict of Interest.** The Contractor warrants that the Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict with the performance of services required under the Contract. The Contractor further warrants that performance of the services required under the Contract will result in no violation of the provisions of the Governmental Conduct Act.

**N. Amendment.** The Contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.

**O. Merger.** The Contract incorporates all of the agreements, covenants and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in the Contract.

**P. Applicable Law.** The Contract shall be governed by the laws of New Mexico.

**Q. Waiver.** No waiver of any breach of the Contract or any of its terms or conditions shall be a waiver of any other or subsequent breach; a waiver shall not be valid unless it is in writing and signed by the party granting the waiver.

**R. Appropriation.** The terms of the Contract are contingent upon sufficient appropriations and authorization being made to the LCS by the New Mexico Legislature or other funding agency. If sufficient appropriations and authorization are not made by the New Mexico Legislature or other funding agency, the Contract shall, notwithstanding the provisions of any other section of the Contract, terminate immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision as to whether sufficient appropriations and authorization are made by the New Mexico Legislature shall be accepted by the Contractor and shall be final.

**S. Notice of Penalties.** 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 bribes, gratuities and kickbacks.

**T. Equal Opportunity Compliance.** The Contractor shall agree to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the

Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 the Contract. If the Contractor is found to be not in compliance with these requirements during the life of the Contract, the Contractor shall agree to take appropriate steps to correct these deficiencies.

**U. Dispute Resolution.** If a dispute arises under the provisions of the Contract, the parties shall make a good faith attempt to mediate a dispute through a mediator agreed to by the parties. If the parties cannot agree to a mediator, then the mediator shall be designated by the presiding judge of the First Judicial District Court. If the dispute is not resolved by mediation, the parties shall submit the dispute to binding arbitration. The arbitration shall be governed by the provisions of this section and the provisions of the Uniform Arbitration Act.

**V. Indemnity.** The Contractor shall hold harmless and indemnify the State of New Mexico against any injury, loss or damage, including cost of defense, arising out of the negligent acts, errors or omissions of the Contractor.

**W. Work Product.** All designs, drawings, specifications, notes and other work developed in performance of the Contract are the sole property of the LCS. Plans and specifications developed in the performance of the Contract shall be delivered to the LCS upon completion of the work.

**X. Insurance.** The Contractor shall purchase and maintain insurance for protection from claims that may arise out of the Contractor's operations under the Contract, including operations by the Contractor and subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. A Certificate of Insurance shall be filed with the LCS prior to commencement of the work. The limits of liability for the insurance required by this section shall provide coverage for not less than the following amounts or greater if required by law:

<u>Type of Coverage Required</u>	<u>Minimum Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability	Bodily Injury: \$1,000,000 per person/\$1,000,000 per occurrence and Property Damage; or combined single limit coverage of \$1,000,000 per occurrence.

**Y. Performance and Payment Bonds.** The Contractor shall deliver to the LCS a Performance and Payment Bond upon execution of the Contract or upon execution of each work order as

required under the Contract equal to the price specified in the Contract or work order under the Contract in accordance with Section 13-4-18 NMSA 1978.

**Z. Prevailing Wage and Benefits.** The Contractor shall comply with the provisions of the Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA 1978.

**AA. Severability.** It is the intention of the parties to the Contract that if any provision of the Contract is illegal, invalid or unenforceable under law effective during the term of this Contract, the remainder of the Contract shall not be affected.

**BB. Interchangeable Terms.** For the purposes of all provisions within this Contract and all attachments to the Contract, the terms "Agreement" and "Contract" shall have the same meaning and are interchangeable.

**CC. Contract Documents.** The Contract Documents, which constitute the entire agreement between the LCS and the Contractor, and except for modifications issued after the execution of the Contract, are listed as follows:

CONTRACT DOCUMENTS

This Agreement

Contractor's Proposal

Certificate of Insurance

Performance Bond and Payment Bond

**DD. Limitation for Multiple Source Contracts.** Pursuant to Section 13-1-154.1 NMSA 1978, the total amount of all contracts issued to the Contractor shall not exceed seven million five hundred thousand dollars (\$7,500,000) in any four (4)-year period for architectural or engineering services. Each project fee may not exceed six hundred fifty thousand dollars (\$650,000).

**APPENDIX A**

**ACKNOWLEDGMENT OF RECEIPT OF REQUEST FOR PROPOSALS (RFP) FORM**

In acknowledgment of receipt of this RFP, the undersigned agrees that the undersigned has received a complete copy, beginning with the title page and table of contents, and ending with Appendix A.

The acknowledgment of receipt should be signed and emailed to the Procurement Manager no later than 5:00 p.m. Mountain Daylight Time on March 29, 2023. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM/INDIVIDUAL: \_\_\_\_\_

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

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

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

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

The above listed firm/individual does/does not (**circle one**) intend to respond to this RFP.

Amy Chavez-Romero, Procurement Manager  
Legislative Council Service  
Email: [amy.chavez-romero@nmlegis.gov](mailto:amy.chavez-romero@nmlegis.gov)