

REQUEST FOR PROPOSALS
FOR THE
CAPITOL BUILDINGS PLANNING COMMISSION — MASTER PLAN CONSULTANT
FOR UPDATING STATE GOVERNMENT MASTER PLANS AND FOR DEVELOPMENT
AND MAINTENANCE OF THE INVENTORY OF STATE PROPERTIES



CAPITOL BUILDINGS PLANNING COMMISSION

NOTICE

The Procurement Code, Section 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, illegal gratuities and kickbacks.

LEGISLATIVE COUNCIL SERVICE
411 State Capitol
Santa Fe, New Mexico 87501
(505) 986-4600

FACILITIES MANAGEMENT DIVISION, GSD
2542 Cerrillos Road
P.O. Box 6850
Santa Fe, New Mexico 87502
(505) 827-2141

ISSUE DATE:
March 20, 2020

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LCS 202.217832

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1. INTRODUCTION

The Legislative Council Service (LCS), in coordination with the Facilities Management Division (FMD) of the General Services Department (GSD), on behalf of the Capitol Buildings Planning Commission (CBPC), invites individuals or firms (Offerors¹) to submit proposals in accordance with the outlines and specifications contained in this request for proposals (RFP). This RFP contains specific requests for information. In responding to this RFP, Offerors are encouraged to provide any additional information they believe is relevant.

The purpose of this procurement is to select one or more consultants to provide master planning services to the CBPC for developing and updating long-range facilities master plans for state properties throughout the state, including development of a plan and information system components for state management and updating of the inventory of state facilities and properties, and for developing an overall statewide master plan. In addition, this procurement seeks one (1) or more consultants to provide master plan updating services for all state agencies in the metropolitan areas of Santa Fe, Albuquerque and Las Cruces, including agencies in state-owned and state-leased facilities.

2. SEQUENCE OF EVENTS

<u>Event</u>	<u>Date</u>
A. Release of RFP	March 20, 2020
B. Submission of Proposals	by 2:00 p.m. on April 10, 2020
C. Evaluation of Proposals and Selection of Short List for Presentation to the CBPC	week of April 20, 2020
D. Finalize Contract	week of May 4, 2020

The selection date is subject to extension at the discretion of the LCS. The effective date of the Contract is tentative; it is dependent on the selection date and the length of time required for contract negotiation.

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

A. Release 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. Prospective Offerors may direct questions to and acquire information about the RFP from Michelle Jaschke of the LCS or Anna Silva, FMD director, at the respective addresses listed on the front page of this RFP. It is preferred that questions or inquiries be made via electronic mail. Responses to questions will be provided to all individuals or firms that have notified the LCS that they are responding to the RFP.

¹Use of "Offeror" or "Offerors" in this RFP includes the singular or plural.

B. Receipt of Proposals by LCS. An original, five (5) copies and one (1) electronic copy of the proposal and supporting documentation shall be submitted to the LCS. Proposals must be in the format specified in Item 5 of this RFP and must be signed by the Offeror.

The deadline for receipt of proposals by the LCS is April 10, 2020, no later than 2:00 p.m. Proposals will be time-stamped upon receipt.

All proposals must be submitted in sealed envelopes marked "Proposal for Capitol Buildings Planning Commission — Master Plan Consultant".

All proposals must be addressed to:

Capitol Buildings Planning Commission
c/o Legislative Council Service
411 State Capitol
Santa Fe, New Mexico 87501
Attention: Michelle Jaschke

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 must be marked "Modification to Proposal for Capitol Buildings Planning Commission Master Plan Consultant".

A proposal may be withdrawn prior to the deadline for submission of proposals by delivering written or telephone notice to the person listed above.

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

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

C. Evaluation of Proposals. Proposals will be evaluated and short-listed by a staff committee. The staff committee will present its findings to the CBPC, sitting as the Selection Committee, which will conduct the final selection process. The staff committee and the CBPC will use the criteria listed in Item 7 of this RFP to rate Offerors' proposals. During the evaluation process, the staff or the Selection Committee may seek clarification from Offerors, but shall NOT negotiate with Offerors.

The Selection Committee may ask for interviews with the highest ranked Offerors. Interviews, if conducted, will be at a place and time selected by the Selection Committee.

D. Selection of Offeror. The Offeror selected to perform the work and those individuals not selected will be notified in writing by the LCS. Selection does NOT constitute an obligation to contract with the successful Offeror.

3. AMENDMENTS TO RFP

If there are any amendments to this RFP, they shall be in writing and shall be mailed or electronically mailed to all individuals or firms that have notified the LCS that they are responding to the RFP. Amendments shall be distributed with sufficient time to allow Offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals will be extended by the amendment.

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

4. CANCELLATION OF RFP; REJECTION OF PROPOSALS

The LCS, in coordination with the FMD and on behalf of the CBPC, 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 CBPC to do so. The CBPC is not 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 CBPC to an eventual contract for services. This process is solely at the discretion of the CBPC and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. PROPOSAL FORMAT

The proposal is limited in format and length to a maximum of twenty (20) pages of text or graphic material and a format using 8 1/2" x 11" paper with fold-out sheets of 11" x 17" permitted. Front and back covers, transmittal letter, table of contents and dividers, résumés, work samples and the campaign disclosure forms will not count as pages.

Offerors shall include the following in their proposals:

A. Letter of Transmittal. Include the following information:

- (1) the name, address, email address and telephone number of the Offeror;
- (2) the date of the proposal;
- (3) a statement that the Offeror, if awarded the Contract, will comply with the Contract terms and conditions set forth in this RFP;

(4) a statement that the Offeror's proposal is valid for sixty (60) days after the deadline for submission of proposals;

(5) the name, title, email address and telephone number of persons to be contacted for clarification questions regarding this RFP;

(6) a statement acknowledging receipt of any and all amendments to this RFP; and

(7) the signature of a person authorized to contractually obligate the Offeror.

B. Description of Services. Describe how the services will be provided or what tasks will be performed to accomplish the Scope of Work contained in Item 6 of this RFP. (The Scope of Work indicates "what" the Offeror is supposed to do; the Description of Services should show "how" the Offeror intends to perform the services.)

C. Related Experience and Qualifications. The Offeror must include in the proposal educational degrees, prior experience and qualifications related to accomplishing the Scope of Work contained in Item 6 of this RFP. This portion of the proposal must 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.

D. Evaluation Criteria. The Offeror's ability to meet the evaluation factors contained in Item 7 of this RFP must be stated in this section of the proposal.

E. Campaign Contribution Disclosure. An Offeror shall disclose any campaign contributions pursuant to Section 13-1-191.1 NMSA 1978 as identified in the Disclosure of Campaign Contributions Form in Appendix A.

6. SCOPE OF WORK

The purpose of this procurement is to select one or more Offerors to provide, at the direction of the CBPC, professional master planning services for updating long-range facilities master plans and space utilization plans for state properties in the greater Albuquerque, Santa Fe and Las Cruces metropolitan areas and for developing an overall statewide master plan, including a statewide inventory of state-owned or -leased facilities and properties. The overall master plan must include options for reduction or disposal of property or facility assets where applicable and shall consider the inventory of state properties; state agency master plans; city and county planning provisions that may affect the state's long-range space needs and facilities master plans; and other components that the CBPC deems necessary for full and complete plans. Included in this procurement shall be the development and maintenance of the statewide inventory of facilities and properties. The Offeror must be capable of providing the services on an ongoing basis as directed by the CBPC, subject to contract renewal provisions in Section 13-1-150 (B) NMSA 1978. The CBPC may grant approval to other parties in the legislative, judicial or executive branches of state government to access master planning services under the contract.

In addition to the foregoing, the successful Offeror shall, at the direction of the CBPC, provide the following information, services or products.

A. Inventory of Facilities and Properties. The successful Offeror shall conduct an ongoing review of existing inventory data of the state's facilities and properties, including related asset inventory, throughout the state. The tasks include:

- (1) compiling, updating, maintaining and refining the existing web-based comprehensive inventory of state-owned and state-leased facilities and properties, including its geographic information system (GIS) locations mapping;
- (2) integrating building occupancy information from the Statewide Human Resources Accounting and Management Reporting System (SHARE);
- (3) developing location assignment information for state agencies and employees;
- (4) working with the FMD and other state agencies to obtain facility condition assessment information as it becomes available, including working with agencies to ensure data consistency statewide;
- (5) revising data as state agencies identify incorrect, missing or clarifying information;
- (6) collaborating with LCS and FMD staff on the potential for linking agency data to a facility's or facilities' information system;
- (7) recommending actions necessary to transition the inventory database for state operation and maintenance and links to and integration with SHARE;
- (8) recommending policies and procedures regarding updates to the inventory by state agencies while ensuring timeliness, quality and data integrity;
- (9) recommending information to the CBPC, in coordination with LCS and FMD staff, on inventory data that may need to be protected for safety or security purposes; and
- (10) recommending to the CBPC developments, improvements and refinements of the inventory of facilities and properties.

B. Master Planning. The successful Offeror, at the direction of the CBPC, shall review the existing master plans for the greater metropolitan areas of Las Cruces, Santa Fe and Albuquerque and the status of the development of an overall master plan for the entire state, including:

- (1) presenting to the CBPC the activities required and proposed schedules for updates to the existing metropolitan master plans and the development of an overall master plan for the entire state;
- (2) proceeding with the updates to the existing metropolitan master plans and development of an overall master plan for the entire state as directed by the CBPC and in collaboration with the LCS, FMD and other state agencies on verification, validation, refinement and other revisions as necessary, including:
 - (a) incorporation of individual agencies' master plans with the metropolitan and statewide master plan;
 - (b) refined agency location criteria;
 - (c) revised campus and site development criteria;
 - (d) updated capital strategies, including new sites or facilities, renovations, acquisitions and associated costs for relocation and transitional space;
 - (e) updated architectural drawings; and
 - (f) periodic reevaluation of existing master plan strategies;

- (3) using the inventory of facilities and properties to develop a strategic overall master plan;
- (4) conducting strategic analyses, in consultation with the respective agencies, to identify opportunities and constraints to the efficient and effective services to the public, including the co-location of agencies where feasible and economically advantageous to the state;
- (5) recommending strategic management of state facilities and properties while considering an agency's mission requirements, ownership and operation costs, adequacy evaluation and condition assessment; and
- (6) collecting and reporting information on local areas and the respective local public bodies, as that information relates to population, economic activity and other factors that help to identify master plan alternatives for expansion, contraction, upgrades, land or facility acquisition or disposition.

C. Review of Lease-Purchase Agreements. The successful Offeror shall assist the CBPC in its review of lease-purchase agreements, including:

- (1) hosting, maintaining and updating the life-cycle cost analysis (LCCA) as needed;
- (2) assisting an agency in using the LCCA tool before the agency submits a lease-purchase proposal to the CBPC;
- (3) performing an LCCA on state facilities or properties as directed by the CBPC or in preparation for a lease-purchase review pursuant to Section 15-10-2 NMSA 1978; and
- (4) updating information in the use of the LCCA tool as needed.

D. Other Services. The successful Offeror shall provide other services as directed by the CBPC or as requested by the LCS, including:

- (1) recommending strategies, based on master plans and the statewide inventory, to address deferred maintenance, lease renewal, renovations or disposal of facilities or properties;
- (2) developing recommendations on the lease, lease-purchase or purchase of facilities or properties;
- (3) reviewing other states' best practices for master planning, inventory and utilization of state facilities and properties;
- (4) research and studies relating to state facilities and properties with respect to deficiency assessment and investigation, analysis of facility construction cost and schedules, asset management, feasibility studies, space use assessment and planning and other facility- and property-related services as requested;
- (5) attending the meetings of the CBPC; and
- (6) attending and facilitating work group meetings of the LCS and FMD, and possibly other state agencies, prior to and in preparation for CBPC meetings.

7. EVALUATION CRITERIA

It is the intention of the CBPC to select the responsible Offeror whose proposal is most advantageous to the CBPC. The following evaluation factors will be considered in order of importance:

- A. Prior experience with government facilities master planning. 15 points
 - B. Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required 20 points
 - C. Capacity and capability of the business to perform the work, including any specialized services, within the time limitations. 15 points
 - D. 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 (include references for current and past projects that are similar to this project) 20 points
 - E. Evidence of understanding of the Scope of Work, the various pertinent state-owned sites and existing conditions 20 points
 - F. The amount of design work that will be produced by a New Mexico business within the state 10 points
- Total: 100 points

8. EVALUATION FACTORS

A brief explanation of each evaluation category is listed below. Information in one (1) category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each. Responses to the RFP shall include information and past project experiences specific to the team submitting the proposal.

- A. Government Facilities Master Planning. (Recommend two (2) pages)
 - information regarding services provided to governmental entities; and
 - describe specific projects or studies completed in the past eight (8) years for governmental entities.
- B. Specialized Design. (Recommend three (3) pages, not including résumés)
 - vision/mission and business philosophy;
 - brief history of firm in New Mexico;
 - provide résumés for key staff and consultants; and describe specific relevant experience of the team in development of master plans, space studies and life-cycle cost analyses;
 - firm's approach to project cost estimating and incorporation of life-cycle cost analysis into the planning process;
 - examples of similar services provided and completed by the office submitting this proposal; and
 - specific examples of best practices utilized by firm.

C. Capacity and Capability. (Recommend three (3) pages)

- information regarding project team's past capability to meet schedules, meet budgets and provide presentations;
- describe how work will be organized, managed and administered to meet specified requirements; and
- indicate relationship of the firm's/project team's current workload to the projected workload of this project and personnel in the New Mexico office.

D. Past Record of Performances. (Recommend three (3) pages)

- information on master planning activities completed to include project type and scope; and information on the outcome of related activities;
- provide samples from past projects of typical written and graphic materials prepared for the type of work being proposed under this RFP; list the team member who actually wrote the document and the projects on which the samples were used, including:
 - (1) sample of written report or project narrative;
 - (2) sample graphics; or
 - (3) sample of table of contents.

(Work samples are not considered part of the twenty (20)-page limit of proposal length. Do not submit more than two (2) work samples. Each work sample should include items (1) through (3) listed above.); and

- please explain any project difficulties and how the Offeror handled these issues.

E. Evidence of Understanding of the Scope of Work. (Recommend four (4) pages)

- understanding of key project elements/goals;
- describe proposed approach to providing services expertly and efficiently; and
- describe management approach for obtaining and retaining sufficient expertise in the following areas: facilities planning; transportation, urban and environmental planning; spacing needs analysis; and project development.

F. New Mexico-Produced Work.

- indicate the volume of work to be produced by New Mexico firms using New Mexico-based employees on this project. Indicate the number of New Mexico-based employees that will be part of the service delivery team.

9. CONTRACT TERMS AND CONDITIONS

The Contract between the LCS on behalf of the CBPC and the successful Offeror will contain substantially the following terms and conditions. In the letter of transmittal, the Offeror must include a statement agreeing to these terms and conditions.

A. Scope of Work. This portion of the Contract will be drafted following selection of an individual or firm to perform the services. It will incorporate the Scope of Work in Item 6 of this RFP and the Description of Services from the Offeror's proposal.

B. Remuneration. After selection of an Offeror by the LCS, compensation for services will be negotiated between the successful Offeror and the LCS. The total compensation shall not exceed the limit specified in the Contract. The Contractor shall be compensated monthly for work performed in the preceding month. The Contractor shall be reimbursed for incurred and separately stated applicable gross receipts taxes and reasonable expenses incurred in providing these services.

C. Term. The Contract will be effective on a date to be determined by the LCS. The Contract may be a multiterm contract and may contain provisions for renewal for periods not extending beyond four (4) years.

D. 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.

E. Status of Contractor. The Contractor and the Contractor's agents and employees are independent contractors performing professional master planning services for the LCS on behalf of the CBPC and are not employees of the State of New Mexico. The Contractor and the Contractor's agents and employees 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.

F. 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.

G. 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.

H. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records are 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.

I. Release. The Contractor shall, upon final payment of the amount due under the Contract, release the LCS and FMD on behalf of the CBPC, 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 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.

J. 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.

K. Product of Service; Copyright. All designs, drawings, specifications, notes and other work and materials developed or acquired by the Contractor under the Contract, including ownership of any copyrights to work produced under the Contract, shall be transferred to and become the exclusive property of the state, and all material 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.

L. Conflict of Interest; Governmental Conduct Act. The Contractor shall warrant 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.

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

N. Merger. The Contract shall incorporate all of the agreements, covenants and understandings between the parties concerning its subject matter, and all agreements and understandings shall be merged in the Contract. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless included in the Contract.

O. Applicable Law. The Contract shall be governed by the laws of the State of New Mexico.

P. Waiver. No waiver of any breach of the Contract or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Q. 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 of whether sufficient appropriations and authorization are made by the New Mexico Legislature shall be accepted by the Contractor and shall be final.

R. Notice. The Contract shall be issued pursuant to the provisions of the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, which impose civil and criminal penalties for

its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

S. 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 ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity, age or handicap, be excluded from employment with or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under 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 immediate steps to correct these deficiencies.

T. Dispute Resolution. If a dispute arises under the provisions of the Contract, the parties shall make a good-faith attempt to mediate the 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.

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

10. OTHER REQUIREMENTS

A. Offeror Qualifications. The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within the RFP, as defined in Section 13-1-81 NMSA 1978. The Selection Committee shall reject the proposal of any Offeror who is not a responsible Offeror, as defined in Section 13-1-83 NMSA 1978, or fails to submit a responsive offer, as defined in Section 13-1-85 NMSA 1978.

B. Right to Waive Minor Irregularities. The Selection Committee reserves the right to waive minor irregularities. The 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 Selection Committee.

APPENDIX A. DISCLOSURE OF CAMPAIGN CONTRIBUTIONS FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Section 13-1-191.1 NMSA 1978, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether the prospective contractor, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two (2)-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THE PROSPECTIVE CONTRACTOR, A FAMILY MEMBER OR A REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services or construction.

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

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

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

For purposes of this request for proposals, "applicable public officials" are the members of the Capitol Buildings Planning Commission and their designees:

Members:

Senator Stuart Ingle
Senator Mary Kay Papen
Representative Brian Egolf
Representative Rod Montoya
Secretary Debra Garcia y Griego
Secretary Michael Sandoval
State Treasurer Tim Eichenberg
Commissioner of Public Lands Stephanie Garcia Richard
Secretary Olivia Padilla-Jackson
Chief Justice Judith K. Nakamura
Secretary Ken Ortiz

Designees:

Director Donna Sandoval
Deputy Director Greg Geisler
Department of Finance and Administration Capital Outlay Bureau Chief Wesley Billingsley
Administrative Office of the Courts Director Arthur W. Pepin

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

— OR —

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX B. RELEVANT DOCUMENTS

Capitol Buildings Master Plan Documents and Presentations (2000-Present)

nmlegis.gov/Committee/capitol_buildings_master_plan

CBPC Life Cycle Cost Analysis (LCCA) Tool Overview (tool requires a password)

arcforms.info/lcca/index.php

CBPC Agendas, Minutes and Handouts 2003-2019

nmlegis.gov/lcs/cbpc_committee_detail.aspx

CBPC Reference Materials

nmlegis.gov/Committee/cbpc_reference_materials