



**Alamogordo Public Schools**

**REQUEST FOR QUALIFICATION (RFQ)**  
**PROFESSIONAL SERVICES**  
**STEP I of III**

**Facility Improvement at Various School Sites**

**PSFA PROJECT # S19-001, S19-002, T19-002, T20-001**

**RFQ#**  
**012-1920**

December 16, 2019

**Commodity Code Number(s): 90607, 90638, 90735, 90738**

**DEADLINE FOR RECEIPT OF QUALIFICATION IS AS FOLLOWS:**

**February 03, 2020**

**ADDRESS HERE:**  
**1211 Hawaii Ave, Alamogordo, NM 88310**

**Late Submittals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address**

**PRE-PROPOSAL CONFERENCE MAY/SHALL BE HELD AS FOLLOWS:**

**DATE: January 17, 2020      TIME: 10 AM MST**

**LOCATION: Board Room, 1211 Hawaii Ave, Alamogordo, NM 88310**

<b>I. INTRODUCTION .....</b>	<b>1</b>
A. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS .....	1
B. BACKGROUND INFORMATION .....	1
C. SCOPE OF PROCUREMENT .....	1
C.1. STANDARD, QUALIFICATIONS & REQUIREMENTS .....	1
D. DEFINITIONS OF TERMINOLOGY - COMMON AND TECHNICAL USAGE OF WORDS.....	2
E. PROCUREMENT MANAGER & PROTEST MANAGER .....	2
F. PROCUREMENT LIBRARY.....	3
<b>II. CONDITIONS GOVERNING THE PROCUREMENT.....</b>	<b>4</b>
A. SEQUENCE OF EVENTS .....	4
B. EXPLANATION OF EVENTS.....	4
1. Pre-Proposal Conference (if Mandatory) .....	4
2. Intent to Respond to RFQ.....	4
3. Submission of Proposals.....	5
4. Protest Deadline.....	5
C. GENERAL REQUIREMENTS .....	5
1. Acceptance of Conditions Governing the Procurement .....	6
2. Incurring Cost.....	6
3. Prime Contractor Responsibility.....	6
4. Subcontractors/Consent .....	6
5. Amended Proposals .....	6
6. Offeror's Rights to Withdraw Proposal.....	6
7. Proposal Offer Firm .....	6
8. Disclosure of Proposal Contents.....	6
9. No Obligation.....	7
10. Termination.....	7
11. Sufficient Appropriation.....	7
12. Legal Review .....	7
13. Governing Law .....	8
14. Basis for Proposal.....	8
15. Contract Terms and Conditions.....	8
16. Offeror's Terms and Conditions .....	9
17. Contract Deviations.....	9
18. Offeror Qualifications .....	9
19. Right to Waive Minor Irregularities .....	9
20. Change in Contractor Representatives.....	9
21. Notice of Penalties .....	9
22. District Rights.....	9
23. Right to Publish.....	10
24. Ownership of Proposals .....	10
25. Confidentiality.....	10
26. Internet Access & E-mail address required .....	10
27. Use of Electronic Versions of this RFQ.....	10
28. Campaign Contribution Disclosure Form .....	10
29. New Mexico Preferences.....	10
<b>III. RESPONSE FORMAT AND ORGANIZATION .....</b>	<b>11</b>
A. NUMBER OF RESPONSES.....	11
B. NUMBER OF COPIES.....	11
1. Hard Copy Responses.....	11
C. PROPOSAL FORMAT.....	11
1. Proposal Content and Organization.....	12
<b>IV. SPECIFICATIONS .....</b>	<b>14</b>
A. SCOPE OF WORK .....	15
B. DETAILED SCOPE OF WORK (SEE EXHIBIT A).....	15

C.	SPECIFICATIONS.....	15
4.	<i>Financial Stability</i> .....	16
D.	INSURANCE REQUIREMENTS.....	16
<b>V.</b>	<b>EVALUATION .....</b>	<b>16</b>
A.	EVALUATION CRITERIA.....	16
C.	EVALUATION PROCESS.....	18
	EXHIBIT A.....	20
<b>SCOPE OF WORK (SOW)</b> .....		<b>20</b>
	ATTACHMENT A.....	25
	INTENT TO RESPOND TO RFQ FORM.....	25
	ATTACHMENT B (MANDATORY).....	27
	CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	27
	ATTACHMENT C.....	30
	ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS.....	30

# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS

The purpose of the Request for Qualification (RFQ) is to solicit competitive sealed qualifications-based proposals for **Design Professional** to establish a contract through competitive procurement for the Alamogordo Public School District (herein-after referred to as “District”).

**This document is part of a Three (3) Step Solicitation Process.**

1. This Request for Qualification (RFQ) is **Step I** of the Three Step Process.
2. **Step II** is the RFQ Fee/Cost Proposal Submission.
3. **Step III** is the RFQ Contract/Agreement Negotiation/Award

It is the intent of this RFQ to obtain proposals from qualified and experienced **Design Professionals**; the District is the lead in this procurement process with assistance and part ownership of the project belonging to the Public School Facilities Authority (PSFA), jointly and separately the District and PSFA will be and is referred to District, Owner or Owners.

*(As identified in the intent of this RFQ, whether for the selection of an “Engineer, Architects, or Design Professionals”, the terms “Consultant, Contractor, Provider, and “Offeror” are herein-after used interchangeably and shall be deemed synonymous).*

## B. BACKGROUND INFORMATION

The Owners/District is/are soliciting Statements of Qualifications from Architects/Engineers for the remodel/repair/modification of Buena Vista Elementary, Sacramento Elementary, Mountain View Middle School, and Academy Del Sol High School.

The Alamogordo Public School District currently owns, maintains and operates 14 school sites which incorporate 1,064,811 gross square feet of permanent educational facilities. APS owns, maintains and operates 3 support sites which comprise 105,953 gross square feet of permanent support facilities. APS also owns, maintains or operates 47 portable facilities totaling 42,112 gross square feet. District enrollment for the 2019-2020 school year is projected to be approximately 6,004 students in grades K-12.

## C. SCOPE OF PROCUREMENT

This RFQ covers and, dependent upon the specific Scope of Work (SOW) detailed in **Exhibit A**, shall require the Contractor to provide one or more Architectural, Engineering, and any other applicable services.

The selected Contractor shall be responsible for all services described, and reasonably inferred, to fulfill the objectives within this procurement.

### C.1. STANDARD, QUALIFICATIONS & REQUIREMENTS

The minimum qualifications of the Offeror(s) as applicable for the services to be provided from this RFQ process are generally described as follows:

Contractor shall have an established and proven ability to provide and ensure:

- a. All work shall be performed by qualified personnel (*qualified by applicable education and experience*) that have current and valid professional certifications/licenses.

- b. All personnel maintain the necessary and required certifications/licenses and Standard specific to the services provided, in accordance with all applicable Industry requirements, Federal, NM State, and local rules, regulations and laws,
- c. All services are provided under the supervision of experienced and qualified professionals.
- d. All reports bear technical certifications when appropriate and applicable.
- e. All personnel who visit a public school/district site for installation or services may be required to have proof of passing a designated, applicable State/School District Background Investigation/Check.
- f. Furnish documentation of all required certifications listed herein.

**D. DEFINITIONS OF TERMINOLOGY - COMMON AND TECHNICAL USAGE OF WORDS**

The definition of terminology, common and technical words used in this procurement process is governed by and defined in PSFA Form #Con1-2016 (Version 2.0) located at:

[http://www.nmpsfa.org/files/PSFA\\_Form\\_Con1-2017\\_Version\\_2.0\\_DEFINITION\\_OF\\_TERMINOLOGY\\_1.pdf](http://www.nmpsfa.org/files/PSFA_Form_Con1-2017_Version_2.0_DEFINITION_OF_TERMINOLOGY_1.pdf)

**E. PROCUREMENT MANAGER & PROTEST MANAGER**

1. Alamogordo Public Schools has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, address, and e-mail address are listed below:

Name: Justin Burks, Procurement Manager  
 Address: 1211 Hawaii Ave  
 Alamogordo, NM 88310

Telephone: (575) 812-6015  
 Fax: (575) 812-6049  
 Email: Justin.Burks@alamogordoschools.org

2. **Any inquiries or requests** regarding this procurement shall be submitted, in writing, to the **Procurement Manager**. Offerors may contact **ONLY** the Procurement Manager regarding this procurement.
3. The **Protest Manager** for this procurement shall be Sheri Gardner the Certified Chief Procurement Officer (CPO) of Alamogordo Public Schools whose contact information is located on the State of New Mexico General Services/Procurement Department website at: <http://www.generalservices.state.nm.us/statepurchasing/chief-procurement-officer-list.aspx>
4. **Protests of the solicitation or award must be delivered by certified/tracked mail via a common carrier such as UPS or FedEx, or the USPS to the Protest Manager. Faxed or e-mailed protests will not be accepted.**
5. As a Protest Manager has been named in this Request for Qualifications, pursuant to NMSA 1978, § 13-1-172, **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, rule and this Request for Qualifications. Emailed protests will not be considered as properly submitted.

## **F. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are required to review, and as/when applicable, shall be required to meet the requirements and utilize, the material contained in the Procurement Library which can be accessed by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. As a service to the potential Offerors, the Procurement Manager will make copies of those documents that are not available on-line. The library contains information listed below:

Procurement Regulations and Request for Qualification – RFQ instructions:

The library contains the information listed below:

### **Procurement Regulations, 1.4.1.1 NMAC**

A copy may be obtained from the following website:

<https://www.generalservices.state.nm.us/uploads/files/SPD/User%20Guides/1%204%201%20NMAC.pdf>

- **Guidelines to the New Mexico Public School Adequacy Standards, etc.**

- NMAC 6.27.30 Statewide Adequacy Standards <http://www.nmpsfa.org/?q=node/115>
- NMAC Rules – Public School Capital Outlay Council
- Master Facility Plan <http://www.nmpsfa.org/?q=district-5-year-fmp>
- The State of New Mexico PSFA HVAC and Controls Performance Assurance Program incorporating all appendices.  
[http://www.nmpsfa.org/legacy/pdf/Contracts\\_3.0/General/NM\\_PSFA\\_PAC\\_Manual\\_Rev\\_1\\_1-01-2013.pdf](http://www.nmpsfa.org/legacy/pdf/Contracts_3.0/General/NM_PSFA_PAC_Manual_Rev_1_1-01-2013.pdf)
- The State of New Mexico Public School Facilities Authority Roofing Program Handbook. [http://www.nmpsfa.org/legacy/pdf/ROOF/rf\\_prog\\_hbk\\_04-13-10\\_v.1\\_psfafa.pdf](http://www.nmpsfa.org/legacy/pdf/ROOF/rf_prog_hbk_04-13-10_v.1_psfafa.pdf). Inclusive of all specification/requirements of Division 07 Thermal & Moisture Protection, located at: <http://www.nmpsfa.org/?q=node/101>
- Public School Capital Outlay Council Awards

Copies may be obtained from the following website: [www.nmpsfa.org](http://www.nmpsfa.org)

Additional District specific Request for Qualifications (RFQ) instructions/information: Documents the on the District website Offerors might find useful in the development of their proposals:

---

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

	<b><u>Action</u></b>	<b><u>Responsibility</u></b>	<b><u>Date</u></b>
1.	Issue RFQ	District	12-20-2019
2.	Pre-Proposal/Site Visit Conference (Insert Date and Time in Date Column)	District	01-17-2020 Time 10 am
	(Non-mandatory/Mandatory)	<input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Non-Mandatory	
3.	Intent to Respond to RFQ ( <b>Mandatory</b> )	Potential Offerors	01-22-2020
4.	Deadline to Submit Written Questions	Potential Offerors	01-29-2020
5.	Response to Written Questions/RFQ Amendments	District	01-31-2020
6.	Submission of Proposal	Offerors	<b>02-03-2020</b>
7.	Proposal Evaluation Period	Evaluation Committee	02-05-2020
8.	Selection of Finalists (Short-List)/ Notice to Short-List Finalist	Procurement Manager	02-05-2020
9.	Interviews with Finalists, if held	Evaluation Committee and Offerors	02-07-2020
10.	Final Evaluation Review/Recommendation of Award	Evaluation Committee	02-07-2020
11.	Issue of Notice of Intent Award	Procurement Manager	02-11-2020
12.	Contract Negotiations	Procurement Manager	02-17-2020
13.	Contract Award	School Board	02-19-2020
14.	Protest of Award Deadline	Offerors	03-05-2020

### B. EXPLANATION OF EVENTS

A full narrative description of the activities listed in the sequence of events shown in Section II. A. above (Form *Pro Serv. A-E Exp. of RFQ Events Ver.1-1 04-2019 (SM)*), may be obtained at:

[http://nmopsfa.org/files/1-A\\_Pro\\_Serv.\\_A-E\\_Exp.\\_of\\_RFQ\\_Events\\_Ver.1-1\\_04-2019\\_SM.pdf](http://nmopsfa.org/files/1-A_Pro_Serv._A-E_Exp._of_RFQ_Events_Ver.1-1_04-2019_SM.pdf)

#### 1. Pre-Proposal Conference (if Mandatory)

A Pre-proposal Conference may be held on the day and time shown on the table above at the address shown below. Contact the Procurement Manager for directions.

Location Name: Alamogordo Public Schools  
 Room: Board Room  
 Address: 1211 Hawaii Ave  
 City/State/Zip: Alamogordo, NM 88310  
 Phone: 575-812-6015

#### 2. Intent to Respond to RFQ

Potential Offerors may be required, based on the selection contained in this paragraph, to provide written notice "Intent to Respond to RFQ" (see Attachment A) in order to have their organization placed on the procurement distribution list. The notice shall be signed by an authorized

representative of the organization, dated, and returned by close of business by the date shown on the table above to the Procurement Manager.  **MANDATORY**  **OPTIONAL**

### 3. Submission of Proposals

Proposal shall be delivered at the date and time stated in the RFQ Schedule, to the location stated herein. Your proposal may be hand-delivered, delivered by a common carrier such as UPS or FedEx, or the USPS. Faxed or e-mailed proposals will not be accepted. Regardless of the method you choose to deliver your proposal, late proposals will not be accepted under any circumstances. It is the Offeror's responsibility to ensure that the proposal is delivered to the correct location at the appointed time. Your Proposal shall be sealed in an envelope or box and shall be clearly identifiable on the outside of the envelope or box as to its contents.

Mark the outside of the envelope or box as follows:

**"RFQ # 012-1920 DUE ON February 03, 2020 AT 3:00 PM MDT"**

Deliver Proposal to:  
ATTN: Justin Burks  
c/o Alamogordo Public Schools  
Address: 1211 Hawaii Ave  
City/State/Zip: Alamogordo, NM 88310  
Phone: 575-812-6015

**(NOTE: A COST PROPOSAL IS NOT REQUIRED AND SHALL NOT BE SUBMITTED UNTIL REQUESTED, AFTER THE SELECTION OF THE POTENTIAL AWARDEE OF A CONTRACT/AGREEMENT)**

The Procurement Manager will review each proposal package to determine that all Mandatory requirements for submittal have been met.

### 4. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Qualifications, pursuant to NMSA 1978, § 13-1-172, 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, rule and this Request for Qualifications. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the Request for Qualification number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Protest Manager.

Protests received after the deadline will not be accepted.

## C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the applicable provisions of the State of New Mexico Procurement Code Sections 13-1-28 through 13-1-199. This General Requirements section contains specific information about the process and conditions under which this RFQ is issued and conditions concerning how the projects will be completed.



## **1. Acceptance of Conditions Governing the Procurement**

Offerors **shall** indicate their acceptance of the Terms, Conditions, and Specifications Governing the Procurement in its letter of transmittal. Submission of a proposal constitutes acceptance of the Proposal Evaluation Factors contained in this RFQ.

## **2. Incurring Cost**

Any cost incurred by Offeror(s) in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFQ shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

## **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFQ shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the District which may derive from this RFQ. The District entering into a contractual agreement with a vendor will make payments to only the prime contractor.

## **4. Subcontractors/Consent**

Use of subcontractors **shall** be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the District awarding any resultant contract, before any subcontractor is used during the term of this agreement.

## **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The District personnel will not merge, collate, or assemble proposal materials.

## **6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## **7. Proposal Offer Firm**

Responses to this RFQ, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## **8. Disclosure of Proposal Contents**

A. Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The

Procurement Manager will 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:

- B. 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.
- C. Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 3. PLEASE NOTE: 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 State Purchasing Division or the District shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## **9. No Obligation**

This RFQ in no manner obligates the District, the State of New Mexico or any of its Agencies to the eventual rental, lease, purchase, etc. of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

This RFQ may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the District, and the State of New Mexico.

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

The District requires that all Offerors agree to be bound by the Specific and General Requirements contained in this RFQ. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

In the event Offeror's forms or parts of forms are included as an attachment, Offeror agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the Offeror's forms regardless of any statement to the contrary in an Offeror's form(s) or proposal. Notwithstanding the preceding sentence, the District reserves the right to consider the Offeror's additional terms and conditions and negotiate as necessary and applicable to the category of goods, services, or combination of goods and services offered by the Offeror in response to this RFQ. Unless the District specifically agrees in an express written amendment of this solicitation, terms and conditions on Offeror's forms shall be of no effect.

### 13. Governing Law

This RFQ and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

### 14. Basis for Proposal

Only information supplied, in writing, by the District through the Procurement Manager or in this RFQ should be used as the basis for the preparation of Offeror proposals.

### 15. Contract Terms and Conditions

In additions to the Terms and Conditions listed verbatim in this RFQ, the Terms and Conditions contained in the Services Contract/Agreement (*herein after referred to as Sample Agreement*) are equally applicable to this solicitation/procurement process, and are incorporated herein and made a part of this RFQ to the same extent as if they have been set out verbatim. A Version of the Sample Agreement is located at, and Contractors participating in this RFQ process, shall obtain a copy from: [http://nmpsfa.org/files/3-0\\_PRO\\_SERVICES\\_A-E\\_Contract\\_2019\\_Ed\\_VI\\_04-2019\\_SM.docx](http://nmpsfa.org/files/3-0_PRO_SERVICES_A-E_Contract_2019_Ed_VI_04-2019_SM.docx).

The contract between a District and a contractor will follow the format specified by this RFQ and contain the terms and conditions set forth in the Sample Agreement. However, the contracting District reserves the right to negotiate provisions in addition to those contained in this RFQ Sample Agreement with any Offeror. The contents of this RFQ, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract. (**NOTE: Any changes to this RFQ or the Sample Agreement shall be invalid if not approved in writing, by PSFA's Contracts Unit.**)

The District discourages major exceptions to or from the contract terms and conditions as set forth in this RFQ and Sample Agreement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Evaluation Committee or the Procurement Manager, the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal/contract rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFQ Sample Agreement strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Evaluation Committee and Procurement Manager may or may not be able to accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Agreement are not acceptable to and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFQ process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFQ process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

The District may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the RFQ, offers may not be submitted for quantities less than those specified. The District reserves the right to make awards to multiple contractors on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Offeror specifies otherwise in the offer.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the District. Please see Section II.C.16 for requirements.

**The Evaluation Committee or Procurement Manager may, in its sole discretion, evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. By execution and delivery of this Request for Qualification and response(s), the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless expressly accepted by the District.**

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFQ process prior to selection as successful Offeror), will be discussed only between the District and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may, via the Procurement Manager, make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFQ. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee/Procurement Manager 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.

## **20. Change in Contractor Representatives**

The District reserves the right to require a change in contractor representatives, if the assigned representative(s) is (are) not, in the opinion of the District, adequately meeting the needs of the District.

## **21. Notice of Penalties**

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

## **22. District Rights**

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

### **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or District contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

### **24. Ownership of Proposals**

All documents submitted in response to, or resulting from, this RFQ shall become property of the District/State of New Mexico.

### **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFQ 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 District.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring District's written permission.

### **26. Internet Access & E-mail address required**

A large part of the communication regarding this procurement will be conducted via the School/District/PSFA website and by electronic mail (e-mail). Offeror must have Internet Access and a valid e-mail address to receive correspondence.

### **27. Use of Electronic Versions of this RFQ**

This RFQ is being made available by electronic means. In the event of conflict between a version of the RFQ in the Offeror's possession and the version maintained by the District, the Offeror acknowledges that the version maintained by the District shall govern.

Please refer to: [aps4kids.org](http://aps4kids.org)

### **28. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Attachment B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

### **29. New Mexico Preferences**

Resident business, resident veteran business, resident contractor and resident veteran contractor shall, if they meet the requirements set forth in New Mexico Procurement Code Sections 13-1-21, 13-1-22 NMSA 1987, if their proposal was submitted under a formal request for proposal process, and the contract is to be awarded based on a point-based system, be afforded preference in the form of additional points equivalent to five percent (5%) of the total possible points for resident business/contractors, and additional points equivalent to ten percent (10%) of the total possible points for resident veteran business/contractors.

In no event will a business be awarded both a resident business preference and a resident veteran business preference in any single procurement/contractual action.

### 30. Public Works Act

Any contract or project resulting from this RFQ shall comply with the applicable provisions NMSA Article 4 Public Works, including but not limited to Section 13-4-10 through 13-4-17 NMSA 1978“Public Works Minimum Wage Act” and 13-4-18 NMSA 1978 Construction contract performance and payment bonds.

## III. RESPONSE FORMAT AND ORGANIZATION

### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFQ. In the event of individual multiple projects, the Offerors shall specifically identify each individual project it is responding to.

### B. NUMBER OF COPIES

#### 1. Hard Copy Responses

Offeror’s proposal shall be clearly labeled, numbered and indexed as outlined in This **Article III**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. The proposal shall be submitted in a sealed envelopes, package or box and shall be clearly labeled bearing the following information:

“RFQ # 012-1920 DUE ON February 03, 2019 AT 3:00 PM MDT”

Deliver Proposal to:  
ATTN: Justin Burks  
c/o Alamogordo Public Schools  
Address: 1211 Hawaii Ave  
City/State/Zip: Alamogordo, NM 88310  
Phone: 575-812-6015

Offerors shall deliver:

1. **Technical Proposals** – One (1) ORIGINAL HARD COPY, Five (5) Hard Copies and one (1) Electronic Copy (USB Jump Drive) of the proposal containing ONLY the Technical Proposal. **The electronic version/copy can NOT be emailed.**

The electronic version/copy of the proposals **must** mirror the physical binders submitted. **The electronic version can NOT be emailed.**

2. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this RFQ may be deemed non-responsive and rejected on that basis.

### C. PROPOSAL FORMAT

All proposals shall be typewritten or printed sheet faces of text and/or graphic material on standard 8 1/2” x 11” paper (larger paper, 11” x 17”, is permissible for charts, spreadsheets, etc.) and placed in a three (3) ring binder with labels/tabs identifying each section. **If there is any question regarding format requirements**

they shall be directed to the Procurement Manager's office for clarification, prior to submittal of documents.

**Submit one (1) each printed, signed, and dated original Technical Proposal (Volume 1) - clearly marked "Original" and a separate USB Jump Drives (one (1) Jump Drive each for Volume I, in PDF format. The required quantity of copies must be submitted to Procurement Manager at the location specified herein on or before the closing date and time for receipt for proposals for a proposal to be considered responsive to this RFQ.**

## **1. Proposal Content and Organization**

Proposals shall contain concise responses to satisfy the requirements of this Request for Qualifications with an emphasis on completeness and clarity. **Proposals shall follow the same structure, sequence, and outline as this Request for Qualifications. Each paragraph or question including associated number shall be restated followed by the Offeror's response to that item.**

General RFQ Submittal Guidelines

- a. Non-conforming RFQ submittals may be rejected. Please read all instructions carefully.
- b. Comply with all RFQ requirements.
- c. Evidence of insurance shall be included in the proposal in the form of a current Certificate of Insurance.

### *Non-Conforming Proposal*

Any proposal deemed non-conforming by the Procurement Manager in regard to format will be considered non-responsive. Offerors shall contact the Procurement Manager to clarify any questions concerning format prior to submission.

### *Proposal Signature:*

Proposal shall include the complete mailing address of the Offeror and shall be signed by an authorized representative of the Offeror by original signature with the signer's full name and legal title typed below the signature line. Each proposal shall include the Offeror's Federal Employer's Identification Number or Social Security Number as applicable.

### *Amendments:*

Offeror shall acknowledge receipt of any amendments to this Request for Qualifications on Attachment C Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this Request for Qualifications shall be issued only by the Procurement Manager in writing.

**The number of pages for Proposal materials *excluding mandatory pages such as the Submittal Letter, Table of Contents, and Attachments*, shall not exceed Twenty-Five (25) (pages shall be sequentially numbered) Material/Pages excluded from the Twenty-Five (25) page maximum count shall include and shall be limited to:**

- Front cover (blank on back side)
- Submittal letter (one page maximum)
- Attachment A Intent to Respond to RFQ Form
- Attachment B Completed Campaign Contribution Disclosure Form
- Attachment C Acknowledgement of Receipt of Amendments
- Attachment DP Ver. 462019-1 Architect/Design Professional Basic Service - Scope of Work
- A Valid Resident Business Preference Certificate or Veteran Preference Certificate issued by New Mexico Tax & Revenue Department.
- Tables of Contents page (one page maximum)
- Certificate(s) of insurance
- Back Cover (blank on one side)

**ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 25 PAGE MAXIMUM.**

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

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

All respondents to this request shall submit the following information:

- a. Cover/Submittal letter that includes a statement of your firm's desire to work on this project. Include a brief summary of qualifications that you feel are most relevant for the District's consideration. Provide the name of contact person, for clarification questions, and negotiate regarding this RFQ with phone and email address, and:
  1. *Identify the submitting organization Registered/Legal Name and NM CRS number- and identify if, and how much percentage of the work may be performed by a registered NM Resident or Veteran Business.*
  2. *Identify name and title, telephone, fax numbers, and e-mail address of the person(s) authorized by the Offeror to contractually obligate the organization for the purpose of this proposal.*
  3. *Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Article II Section C Paragraph 1 of this Request for Qualifications.*
  4. *Be signed by a person authorized to contractually obligate the organization*
  5. *Acknowledge receipt of any and all amendments/addenda to this RFQ*
  6. *Contain a statement indicating a commitment to comply with all requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP;*
  7. *Contain a statement indicating a commitment to comply with the ASHRAE STANDARD, ASHRAE/IES 90.1-2010, Energy Efficiency Design of New Buildings, and the New Mexico Energy Conservation Code. Also, that designs will incorporate water conserving fixtures and features;*



8. *If a joint proposal, with a nonresident business, contain a statement indicating the percentage of the services to be completed by the nonresident business based on the dollar amount of the fee proposed.*

- b. Brief history of the firm: Include the length of time that the firm has been in business as presently organized. List all principles of the firm. List any major areas of specialization. Provide the address of your main office and any branch offices.
- c. Experience: List projects completed by the firm that are similar to this building project. Include:
  - i. Owner/representative name, address, phone number
  - ii. Size of project/number of units
  - iii. Construction cost, including site work
  - iv. Date completedInclude a statement authorizing the Owners to contact the project owner/representative for the purposes of obtaining an independent evaluation of the Respondent's or Respondents team member's performance.
- d. Public or Private sector experience: Describe your previous experience in working with public or private sector owners, and projects classified as public works.
- e. Project team: Describe the project team that would likely be involved, if selected, for this project. Provide resumes of key team members.
- f. Consultants: Provide a list of engineering and other consultants that you would likely employ if selected for this project.
- g. Experience with designing and building green, or projects that were LEED certified.
- h. Current workload: Describe the current workload of your firm and your availability to start on this project.
- i. **Offerors shall ensure (as applicable) they specifically and clearly address all the Evaluation Factors set-forth/listed in Article V Evaluation, Section A Evaluation Criteria, inclusive, in the order listed.**

Proposal Organization - All pages *shall* be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and *shall* be numbered as such. Proposals *shall* be organized in the same order as the evaluation criteria.

## IV. SPECIFICATIONS

### ARCHITECTURAL SERVICES:

The Scope of Work for the projects listed in the District's Facilities Master Plan, Maintenance Plan, Bond Project Plan, shall include the following key elements: Programming (site selection and investigation), Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, and 11-month Warranty Inspection. The project team shall include as a minimum: Architectural, Engineering, and any other design consultants as may be required.

## A. SCOPE OF WORK

The contents of the **Architect/Design Professional Basic Service - Scope of Work** is attached and incorporated herein by way of this reference, in the same manner as if it was set-forth verbatim; except if elements are specifically limited/excluded in **Exhibit A**.

## B. DETAILED SCOPE OF WORK (See Exhibit A)

**Exhibit A** is attached and **Exhibit A- Part B 2019 Ed Ver.1** located at [http://nmopsfa.org/files/3-A\\_Exhibit\\_A\\_Part\\_B-AE\\_FV\\_5-2019.docx](http://nmopsfa.org/files/3-A_Exhibit_A_Part_B-AE_FV_5-2019.docx) shall be utilized by the District to define the Scope of Work required of the Offerors, both Exhibits are incorporated herein by way of this reference.

*(Request PSFA to delete any information below if not required by PSFA on this contract)*

As appropriate and applicable the documents listed in Article I Section F of this RFQ are required to be utilized on any resultant contract by the Design Professional.

The project shall be designed in compliance with Section 15-3-36, Energy Efficiency Standards for Public Buildings, NMSA 1978 and qualify for the Environmental Protection Agency's (EPA) ENERGY STAR®. The ENERGY STAR special application graphic, which denotes on the final contract document drawings that the estimated energy use is intended to be in the top 25% as compared to the U.S. building stock, shall be applied. Once the project is complete and operating for at least one year, it shall qualify to receive the ENERGY STAR plaque in accordance with the rules and procedures of the ENERGY STAR program. See Part B of the standard Agreement between Owner and the Design Professional for more detailed contract requirements.

### PERIOD OF PERFORMANCE:

The Offeror shall provide, in submitted proposals, realistic start-to-finish schedule (in Calendar Days) for each individual Design Phase of the Project.

If this RFQ contains request for Multiple Individually Named Projects, the Offeror shall, in submitted proposals, specifically identify each Project and separately set-forth realistic start-to-finish schedule (in Calendar Days) for each individual Design Phase of each of the Individual Projects.

**NOTE: The Owner may (at its discretion) require a minimum Five (5) Business Days to review submittals at the end of each phase)**

## C. SPECIFICATIONS

1. Submittal Letter - Proposals must include a submittal letter and should include all the information as identified in Article III.C.
2. Format - Comply with requirements of Article III.
3. Professional Liability/Errors and Omissions Insurance - Documentation of current errors and omissions insurance is a mandatory requirement at the time of the contract execution in the amount of not less than \$1,000,000 per claim with a \$2,000,000 annual aggregate. Insurance will be maintained in force for a period of three (3) years after substantial completion of the project.. Evidence of insurance should be included in the proposal in the form of a current Certificate of Insurance.

#### 4. **Financial Stability**

Offerors Financial Stability shall be assessed as prescribed under the applicable standards contained in Determination of Responsibility of Contractors' Financial Viability Guidance and Matrix documents located at:

[http://www.nmpsfa.org/files/1\\_Determination\\_of\\_Financial\\_Viability\\_Guidance\\_and\\_Matrix.pdf](http://www.nmpsfa.org/files/1_Determination_of_Financial_Viability_Guidance_and_Matrix.pdf)

and by utilizing the DECLARATION & CONFIRMATION OF FISCAL VIABILITY – Form COFV-Ver. 1-2018(sm) located at:

[http://www.nmpsfa.org/files/2\\_DECLARATION\\_CONFIRMATION\\_OF\\_FISCAL\\_VIABILITY\\_Form.pdf](http://www.nmpsfa.org/files/2_DECLARATION_CONFIRMATION_OF_FISCAL_VIABILITY_Form.pdf)

#### **D. Insurance Requirements**

Contractors shall submit with their Proposal and prior to any work/services to be performed for any project under any Agreement issued, proof of insurance via Certificate of Insurance for all applicable coverages. The listing of applicable coverages are contained in Article 22 of the Sample Agreement

## **V. EVALUATION**

### **A. EVALUATION CRITERIA**

1. **A maximum total of 150 points are possible in scoring each proposal in the evaluation process.** The Evaluation Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection.

2. The Owners anticipates interviewing one or more firms before making a final selection. The evaluation shall be conducted in a manner that insures that the Owners' interests are met. In addition to others stated mandatory requirements, this RFQ's will be evaluated based on the following criteria:

#### **Resident Business, Resident Veteran Business**

Resident contractor and resident veteran contractor shall, if they meet the requirements set forth in New Mexico Procurement Code Sections 13-1-21, 13-1-22 NMSA 1987, be afforded preference in the form of additional points equivalent to five percent (5%) of the total possible points for resident business/contractors, and additional points equivalent to ten percent (10%) of the total possible points for resident veteran business/contractors.

In no event will a business be awarded both a resident business preference and a resident veteran business preference in any single procurement/contractual action.

To receive a resident business or resident veteran business preference pursuant to Section [13-1-21](#) NMSA 1978 or a resident contractor or resident veteran contractor preference pursuant to Section [13-4-2](#) NMSA 1978, a business or contractor shall submit with its proposal a copy of a valid resident business certificate, valid resident veteran business certificate, valid resident contractor certificate or valid resident veteran contractor certificate issued by the taxation and revenue department.

3. The evaluation criteria to be used by the Evaluation Committee for the proposal shortlist and the corresponding point values for each criterion are as follows: (**A maximum total of 150 points**)

- a. Responsiveness of the request for qualifications to the purpose and scope of services -----  
**Points Assigned: 5**

- b. Prior design service experience with projects of similar type, purpose, scale and complexity. ----- **Points Assigned: 25**
- c. Professional qualifications of individuals assigned to the project, including sub-consultants. ----- **Points Assigned: 20**
- d. Prior experience with public or private sector clients for projects of similar scale and complexity. ----- **Points Assigned: 5**
- e. History of effective schedule and budget management for projects of similar scale and complexity. ----- **Points Assigned: 20**
- f. Commitment and history in developing energy-efficient, healthy and sustainable buildings. ----- **Points Assigned: 5**
- g. Do you have a Quality System? Is the Quality/Inspection system documented in a manual of procedures? ----- **Points Assigned: 25**
- h. Performance data and references. ----- **Points Assigned: 5**
- i. Proximity to the project site ----- **Points Assigned: 5**
- j. Successful negotiation of Contract terms. ----- **Points Assigned: 0**
- k. Current workload: Describe the current workload of your firm and your availability to start on this project. . ----- **Points Assigned: 10**
- l. Structure of Your Business. ----- **Points Assigned: 5**  
Please Attach an Organizational Chart/Breakdown with
  - 1. Overall Staffing Levels
  - 2. Staff Composition
  - 3. Detailed Professional Staff Breakdown
- m. Current Active Projects/Contracts. ----- **Points Assigned: 15**  
Provide Project Start and End Dates, and references that can be contacted.
- n. Completed Project/Contracts. \* ----- **Points Assigned: 5**  
Projects completed within the last 1 to 2 years (Provide references that can be contacted.)

**NOTE: Assigned Points Shall be Whole Numbers Only – Not Fraction or Decimal Point Numbers. Total Combined Points, in this criterion, Shall Not Exceed: 150 Points.**

- 4. The successful architect will be required to negotiate and execute a written agreement satisfactory to the Owners. The Owners reserves the right to reject all responses, decline to proceed with the project, to request additional qualifications, and to waive irregularities (non-mandatory requirements) in any RFQ response. The Owners will not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to this RFQ.

Upon selection of the most qualified firm based upon the above criteria, the Owners will negotiate a price which it determines is fair and reasonable. If the Owners are unable to negotiate a satisfactory contract with the firm selected, negotiations will terminate and the Authority may select another firm.

5. **Interview – An additional 50 points** is possible in scoring if interviews are conducted after the initial evaluation process of this RFQ. If Interviews are to be conducted, the Evaluation Committee, via the Procurement Manager, will provide at a Pre-Interview Meeting a list of questions relevant to the RFQ's project. These questions shall be addressed by the firms at the interview. Each question will carry equal point value. The interview will allow time for a question and answer session in response to the prepared questions.
6. **Campaign Contribution Disclosure:** Each prospective Offeror must include as part of their submittal the Campaign Contribution Disclosure Form included as Attachment B of this RFQ with all portions completed, including any required attachments.

**Multiple Awards - The District/PSFA reserves the right to make multiple awards if more than one project is listed.**

### C. EVALUATION PROCESS

1. **Notice of Non-Responsiveness** - For any proposal submitted which is deemed non-responsive, the Offeror will be notified in writing of such determination and the method for protesting the determination. (See Section II, paragraph C.)
2. **Short listing Meeting** - The Evaluation Committee established by Section 13-1-121 NMSA 1978 will meet to review the proposals. The Evaluation Committee will review each Offerors' proposal. Points will be allocated as outlined in Section V. A. and B. of this RFP, by each member of the committee. Each member's point totals will be translated to a numeric ranking. The committee member rankings will be totaled to determine the overall ranking of the firms. If more than three proposals are submitted, it is the general practice of the Evaluation Committee to hold interviews with the three highest-ranked proposals.

The Evaluation Committee may recommend an award the contract based on the results of the initial evaluation alone. If interviews are held, the technical score and the interview score will be combined, taking into consideration the resident or veteran preference calculation, to determine final award. If fewer than three proposals are received, the Evaluation Committee may recommend an award or reissue the RFP.

3. **Notice of Finalists** - Each responsive Offeror will be notified in writing whether their proposal has been short listed. In general, the Procurement Manager attempts to email notices two weeks before the interview date. A public log will be kept of the names and rankings of all Offerors short listed for interviews.
4. **Pre-Interview Meeting with Finalists** - The pre-interview meeting will be held by the District Representative to answer questions from the short listed firms about the interview. In addition, the Evaluation Committee shall issue, through the District Representative, to the short listed firms a list of prepared questions to be addressed at the interview. The prepared questions will be the basis of scoring at the interview.
5. **Interviews with Finalists** - For those firms included in the interview, notice to finalists will include the interview date and time as well as the date and time for the pre-interview meeting, if held. Interviews

are generally held at the District Office, unless otherwise scheduled at the discretion of the committee. Scoring for the interview will be based on responses to the questions presented at the pre-interview meeting. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of the interviewed firms. The rankings will be totaled and averaged to determine the overall ranking of firms for the interview.

6. Final Rankings - The combined weighted rankings from shortlist and interview determine the final rankings. The firm with the highest ranking (lowest numerical total) shall be awarded the selection.
7. Point Calculations - All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.

All overall committee rankings, including the shortlist, interview and final rankings are public record and will be available, upon request, for public inspection at the District after the successful Offeror's contract is signed by the Owners. Ties in ranking shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring, for a tie at first:

<u>Scoring</u>	<u>Numerical Ranking</u>
Firm A      Tie	$(1st + 2nd/2) = 1.5$
Firm B      Tie	$(1st + 2nd/2) = 1.5$
Firm C      3rd	$= 3$

A tie for first, at the end of the final rankings after the completion of short listing and interviews, shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Procurement Manager of the DESIGN PROFESSIONAL RFQ Process.

8. Notice of Award – The Procurement Manager shall notify all Offerors in writing of the final results of the solicitation by e-mail return receipt acknowledgement, after execution of the contract. The District shall keep one each of all proposals submitted for the procurement file.

***EXHIBIT A***  
**TO**  
**REQUEST FOR QUALIFICATIONS**  
**NUMBER 012-2019**

**SCOPE OF WORK (SOW)**

This RFQ includes a total of five design projects. It is the intent of the Owners to award all five projects to the successful Offeror. All projects have received PSCOC funding participation, and require appropriate PSFA oversight.

**1. Systems Renovation at Buena Vista Elementary School, 2600 19<sup>th</sup> Street, Alamogordo, NM 88310**

The scope of this project is to provide interior and exterior building improvements to increase the life of facility assets, to achieve greater building efficiency, and to correct hazardous or non-compliant conditions. Design services will also include:

- a. Replacement of main entry storefront
- b. Exterior door replacements
- c. Interior door replacements
- d. Exterior windows replacements
- e. Selected walkway replacements
- f. Stair and ADA ramp renovation
- g. Exterior wall finishes renovation
- h. All investigation, architectural and engineering design, and construction documents necessary to obtain required building permits and allow for a competitive construction services procurement process
- i. Construction administration services

**2. Demolition of Sacramento Elementary School, 300 Alaska Ave, Alamogordo, NM 88310**

The scope of this project is to entirely demolish and remove an existing 50,000 square foot elementary school facility. Design of this project will also include the following:

- a. Assessment, survey, and specifications for the abatement of ACM or other hazardous materials
- b. Survey of existing site utilities
- c. Comprehensive demolition plan suitable for bidding and permitting
- d. Site restoration details
- e. Termination of existing utilities
- f. All investigation, architectural and engineering design, and construction/demolition documents necessary to obtain required building permits and allow for a competitive construction/demolition services procurement process
- g. Construction administration services

**3. Security Upgrades at Buena Vista Elementary School, 2600 19<sup>th</sup> Street, Alamogordo, NM 88310**

The scope of this project is to provide physical security feature improvements, including:

- a. Site fencing
- b. Gates
- c. Vehicle bollards/barriers
- d. Exterior site lighting upgrades
- e. Access control system
- f. Secure entrance vestibule
- g. Camera system upgrades
- h. Window treatments

- i. All investigation, architectural and engineering design, and construction documents necessary to obtain required building permits and allow for a competitive construction services procurement process
- j. Construction administration services

**4. Security Upgrades at Mountain View Middle School, 500 Washington Ave, Alamogordo, NM 88310**

The scope of this project is to provide physical security feature improvements, including:

- a. Site fencing
- b. Gates
- c. Secure entrance vestibule
- d. Access control system
- e. Security camera upgrades
- f. All investigation, architectural and engineering design, and construction documents necessary to obtain required building permits and allow for a competitive construction services procurement process
- g. Construction administration services

**5. Security Upgrades at Academy Del Sol High School, 1200 North Florida Ave, Alamogordo, NM 88310**

The scope of this project is to provide physical security feature improvements, including:

- a. Conjoin two adjacent campus building structures to provide a secure entrance vestibule
- b. Access control system
- c. Security camera improvements
- d. All investigation, architectural and engineering design, and construction documents necessary to obtain required building permits and allow for a competitive construction services procurement process
- e. Construction administration services

<p><b>Architect/Design Professional Basic Service</b>  <b>SCOPE OF WORK</b></p>
---

(If any of the basic services listed below are not included in the architectural services, other factor shall be present before the owner may award the maximum allowable architectural rate.)

- (1) Programming phase - programming phase services
  - (a) Project administration
  - (b) owner-supplied data coordination
  - (c) Establishment of program goals and needs
  - (e) Determination of space area requirements
  - (f) Establishment of space relationships
  - (g) Site analysis for building location
  - (h) Site utility studies and reports
  - (i) Obtaining licensing agencies' or other regulatory entities' consultation/review
  - (j) Project budgeting
  - (k) Presentation to owner
  - (l) Obtaining approval of programming documents from owner



- (2) Schematic design phase - schematic design phase services
  - (a) Project administration
  - (b) Concept design for all applicable disciplines, including but not limited to:
    - (i) Architectural
    - (ii) Civil
    - (iii) Landscaping
    - (iv) Structural
    - (v) Mechanical
    - (vi) Electrical
    - (vii) Other (*See Other/Associated Services and Conditions – Listed Below*)
  - (c) Interim design presentation(s) to owner
  - (d) preliminary alternative materials and systems recommendations, including:
    - (i) life cycle maintenance briefing
    - (ii) feasibility of utilizing alternative energy sources
  - (e) statement of probable construction cost
  - (f) submittal and presentation of schematic design documents to owner
  - (g) obtaining approval of schematic design documents from owner
  - (h) other (list)
- (3) Design development phase - design development phase services
  - (a) project administration
  - (b) finalization of design and selection of materials and systems for all applicable disciplines, including but not limited to:
    - (i) architectural
    - (ii) civil
    - (iii) landscaping
    - (iv) structural
    - (v) mechanical
    - (vi) electrical
    - (vii) other (*See Other/Associated Services and Conditions – Listed Below*)
  - (c) project scheduling
  - (d) statement of probable construction cost
  - (e) outline of specifications, including equipment and furnishings
  - (f) obtaining licensing agencies' or other regulatory entity's review and approvals, as required
  - (g) submittal and presentation(s) of design development documents to owner
  - (h) obtaining approval of design development documents from owner
  - (i) other (*See Other/Associated Services and Conditions – Listed Below*)
- (4) Construction document phase - construction documents phase services
  - (a) project administration
  - (b) preparation of final bidding and construction documents for all applicable disciplines, including but not limited to:
    - (i) architectural
    - (ii) civil
    - (iii) landscaping
    - (iv) mechanical
    - (v) electrical
    - (vi) other (*See Other/Associated Services and Conditions – Listed Below*)
  - (c) detailed cost estimates
  - (d) obtaining licensing agencies' and other regulatory entities' reviews and approvals
  - (e) presentation(s) of bidding and construction documents to owner

- (f) obtaining approval of bidding and construction documents from owner
- (5) Bidding phase - bidding phase services
  - (a) project administration
  - (b) bidding documents distribution
  - (c) bidding inquiries review and disposition
  - (d) proposed substitution, pre-approval, or prequalification review and disposition
  - (e) issuance of addenda
  - (f) representation and assistance to owner at bid opening
  - (g) analysis of bids and recommendation on award of contract
  - (h) assistance to owner in preparation and execution of construction agreement
- (6) Construction administration phase - construction administration phase services
  - (a) project administration
  - (b) administration of preconstruction conference
  - (c) periodic construction field observations
  - (d) administration of progress meetings
  - (e) review and disposition of
    - (i) submittals
    - (ii) change orders
    - (iii) contractor pay requests
    - (iv) other (*See Other/Associated Services and Conditions – Listed Below*)
  - (f) interpretation of documents
  - (g) monitoring of construction schedule
  - (h) coordination of applicable regulatory agency review and approvals
  - (i) determination of substantial and final completion
  - (j) project closeout, including:
    - (i) maintenance, operation, and start-up assistance
    - (ii) recording of construction and warranty documents
- (7) Post-construction - post-construction services
  - (a) maintenance and operational troubleshoot
  - (b) eleven-month warranty review

**Other/Associated Services and Conditions**

When specifically identified/selected by the Owners, the following services shall be deemed part of and incorporated into the Basic Services, Responsibilities, & Requirements of the Design Professional.

- (8) N/A       **Owner HVAC & Controls Performance Assurance Program:** The

Design Professional shall incorporate the elements and requirements of the HVAC & Controls Performance Assurance Program into all phases of the project. The Design Professional shall responsibly and fully participate in the program, and coordinate with the Owner’s Performance Assurance Contractor (PAC) during all stages of the Project. The PAC will submit reports to the Design Professional after reviewing the HVAC & Controls Design at all phases of the Project. The Design Professional shall then review each PAC report and issue a response to the PAC and Owner indicating action(s) to be taken in response to the PAC comments, in written form no later than 14 working days after receipt of each report.

(9) N/A  **ENERGY STAR:** This Project is required to qualify for the EPA ENERGY STAR, the Design Professional shall provide the professional and engineering services necessary for its design and construction to meet the related basic criteria indicated in this Project's Agreement.

The Design Professional shall coordinate with the Owner in developing an integrated design approach to establish an energy performance target that exceeds the ENERGY STAR rating of 75, generated from the U.S. EPA's Energy Performance Rating tool Target Finder, on the <http://www.energystar.gov/newbuildingdesign> web page. This approach shall be described as part of the Project Program Statement.

(10) N/A  **Roofing Consultant:** The Design Professional shall responsibly, fully cooperate and coordinate with the Owner's Roofing Consultant during all stages of the Project which involve roof consultation, construction, or observation services. The State of New Mexico Public School Facilities Authority Roofing Program Handbook shall be followed by the Design Professional on the Project, when roofing is involved.

(11) N/A  **Furnishings and Equipment.** If the Owner has optionally added this work as an additional provision to Statement/Scope of Work , the Design Professional shall provide all required work for design, selection, preparation of Construction Documents and bidding for the procurement of project related furniture, fixtures, and equipment. Related services shall be performed in accordance with the same requirements contained in these General Conditions for review and approval by Owner as indicated for Basic Services unless modified in writing by Owner. Following installation of furniture, fixtures and equipment, Design Professional shall inspect the installation and prepare a list for items requiring correction. Upon notification from the installer that all corrections have been made, Design Professional shall again inspect the site to confirm that corrections were properly done and to authorize final payment for the furniture, fixtures and equipment.

**ATTACHMENT A**  
**INTENT TO RESPOND TO RFQ FORM**

**REQUEST FOR QUALIFICATIONS**

**TITLE: Facility Improvement at Various School Sites Services - RFQ #012-1920**

In acknowledgement of receipt of this Request for Qualification the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment C

This acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than close of business on **January 22, 2020**, the close of business is 4:00 PM Local Time. Failure to return this form with the intention of submitting a proposal will jeopardize the receipt Offeror written questions and the District's written responses to those questions as well as RFQ amendments if any are issued.

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

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

**TITLE:** \_\_\_\_\_ **PHONE No. :(\_\_\_\_)** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

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

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

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

**ALTERNATE CONTACT INFO**

**NAME:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_

**PHONE No. :(\_\_\_\_)** \_\_\_\_\_

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

**Place an "X" on the appropriate statement below:**

\_\_\_ Firm **DOES INTEND** to respond to this Request for Qualifications.

\_\_\_ Firm **DOES NOT INTEND** to respond to this Request for Qualifications.

**Procurement  
Manager:**

Name: Justin Burks  
Title: Chief of Capital Outlay  
District Name: Alamogordo Public Schools  
Address: 1211 Hawaii Ave  
Alamogordo, NM 88310

TELEPHONE: 575-812-6015  
Fax Number: 575-812-6049  
E-mail: Justin.Burks@alamogordoschools.org



**ATTACHMENT B (Mandatory)**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**FOR RFQ # 012-1920**

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

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

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

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

The following definitions apply:

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

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

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

**“Pendency of the procurement process”** means the time period commencing with the Public notice of the Request for Qualifications and ending with the award of the contract or the cancellation of the Request for Qualifications.

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s)  
(Attach extra pages if necessary)

---

---

---

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title/Position

Print Full Name: \_\_\_\_\_

Date \_\_\_\_\_

**--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

\_\_\_\_\_  
Title/Position

Print Full Name: \_\_\_\_\_

Date \_\_\_\_\_



**ATTACHMENT C  
ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

**TO RFQ # 012-1920**

I hereby attest that I have received the following amendment(s) to the RFQ \_\_\_\_\_  
as follows:

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

Signed by: \_\_\_\_\_ TITLE: \_\_\_\_\_