

**STATE OF NEW MEXICO
NEW MEXICO SCHOOL FOR THE ARTS**

**Request for Qualifications-Based Proposal
for A/E Design Professional Services**

Project Delivery to be:
Construction Manager at Risk
RFP# 2019-02

Dormitory and Cafeteria Construction Projects

Deadline for Receipt of Proposals: January 17, 2020, at 2:00 p.m.

Deliver to: New Mexico School for the Arts Administration Office
500 Montezuma Avenue, Santa Fe, New Mexico 87501

STATE OF NEW MEXICO

NEW MEXICO SCHOOL FOR THE ARTS

1. INTRODUCTION

1.1. Purpose of This Request for Proposal.

The New Mexico School for the Arts (NMSA), a statewide, residential state-chartered public high school, is soliciting proposals for Design Professional services to perform the scope of work described below for the construction of a dormitory and cafeteria (collectively, “School Projects”) at NMSA at 500 Montezuma Avenue, Santa Fe, New Mexico (the former Sanbusco Market), including necessary demolition of existing basement sub-structural area and substructure reconstruction to create a foundation for the cafeteria.

All potential Offerors are encouraged to read this Request for Proposals carefully, especially mandatory requirements. The successful Offeror shall enter into an **“Agreement Between the Owner and the Design Professional Where the Owner Will Use the Construction Manager at Risk Delivery Method.”**

In general, the scope of work incorporates working with the CMAR and assisting the Owner with site selection, programming, schematic design, design development, construction documents, bidding and construction administration of project(s) described herein.

The New Mexico School for the Arts-Art Institute (Art Institute), a 501(c)(3) nonprofit corporation, owns the property at 500-560 Montezuma Avenue and, in consultation with the NMSA, developed a master plan for and renovated a large portion of the Montezuma Street property for the NMSA and for the Art Institute’s programs. The redevelopment included creation of a condominium (“Sanbusco Center for the Arts” or “Sanbusco Center”) of four (4) units; a reserved development right for an additional unit which ownership unit was contemplated to be and has been transferred to NMSA for the dormitory, and a reserved right to create additional units within condominium Unit. The reserved right to create an additional subdivided unit within Unit 1 has also been transferred to the NMSA for the purpose of constructing a cafeteria and multi-use space. (The above-described Condominium Declaration and plat are available upon request.)

The Governing Council has considered and determined that the cafeteria and the dormitory projects may be designed and constructed in sequential or overlapping phases, beginning with the necessary demolition and required infill and additional structural support for the cafeteria followed by the dormitory project.

These School Projects will be funded by legislative appropriations and other public money, and the design and construction of the School Projects must meet the requirements of the New Mexico Procurement Code, appropriate Uniform Building Codes, and where applicable, the adequacy standards of the New Mexico Public School Facility Authority (“PSFA”).

(See Section 7.1 for detailed scope of work.)

2. PROJECT CONTACTS

Any questions concerning the selection process for this Request for Proposals should be submitted to the Procurement Contact listed below. Technical questions regarding the scope of work should be submitted to the Owner's Representative.

For questions regarding the selection process:

Nathan Rubinfeld
New Mexico School for the Arts
500 Montezuma Avenue
Santa Fe, New Mexico 87501
(505) 310-4194
nrubinfeld@nmschoolforthearts.org

For technical questions regarding the scope of work:

Colleen Gavin
JenkinsGavin, Inc.
130 Grant Avenue, Suite 101
Santa Fe, New Mexico 87501
(505) 820-7444
colleen@jenkinsgavin.com

3. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

3.1. **“75% Complete”** means the stage at which the construction documents (working drawings and specifications) are complete and ready to bid, and have received formal approval and acceptance by the owner.

3.2. **“Award of Contract”** means a formal written notice by the NMSA that a firm has been selected to enter into a contract for services. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within six (6) months of written notice, shall not be considered an award for the purposes of the Project Listing Form.

3.3. **“Construction Manager at Risk” (CMAR)** means a person who, pursuant to a contract with the governing body, provides the preconstruction services and construction management required in a construction manager at risk delivery method.

3.4. **“Construction Manager at Risk Delivery Method”** means a construction method for an educational facility wherein a construction manager at risk provides a range of preconstruction services and construction management, including cost estimation and consultation regarding the design of the building project, preparation and coordination of bid packages, scheduling, cost control, value engineering, and while acting as the general contractor during construction, detailing the trade contractor scope of work, holding the trade contracts and other subcontracts, pre-qualifying and evaluating trade contractors and subcontractors and providing management and construction services, all at a guaranteed maximum price for which the construction manager at risk is financially responsible.

3.5. “**Contract**” means the agreement between NMSA and a licensed design professional for the work covered by this RFP.

3.6. “**Contractor**” means a successful Offeror awarded the contract.

3.7. “**Department of Finance and Administration (DFA)**” means the State agency with central accounting authority and responsibility for issuing payments for work performed under this RFP from state-appropriated funding.

3.8. “**Design Professional**” means a registered architect or engineer licensed to do business in the State of New Mexico.

3.9. “**Determination**” means the written documentation of a decision of NMSA and/or the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

3.10. “**Educational Facility**” means the NMSA.

3.11. “**ENERGY STAR®**” is a voluntary program of the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy that identifies energy-efficient products and buildings. Qualified products and buildings exceed minimum federal standards for energy consumption by a certain amount. Qualifying buildings which achieve an ENERGY STAR rating of 75 or above are eligible to receive the ENERGY STAR label. Web site: <http://www.energystar.gov/>. Compliance with ENERGY STAR is required on certain projects by Section 15-3-36, Energy Efficiency Standards for Public Buildings, NMSA 1978.

3.12. “**Entity**” means the NMSA (local public body) for the purposes of Section 13-1-67, 13-1-99, para. J and 13-1-111, NMSA 1978 that is requesting proposals.

3.13. “**GMP**” means Guaranteed Maximum Price and is the maximum amount to be paid by the NMSA governing body for the construction of the educational facility, including the Cost of the Work, the general conditions and the fees charged by the CMAR. The final contract price agreed upon by the Owner and the Contractor shall be the amount stated in the negotiated AIA Agreement Between Owner and Construction Manager at Risk for Construction and General Conditions for Construction.

3.14. “**Governing Body**” means the governing council of NMSA, a public, state-chartered charter school.

3.15. “**MACC – Maximum Allowable Construction Cost**” means the amount that is set by the Owner and represents the total sum available for the Cost of the Work, as defined by the Design Professional. MACC shall not include professional fees, testing fees, Owner’s project contingency funds, or other soft costs.

3.16. “**Offeror**” is any person, corporation, or partnership which chooses to submit a proposal in response to this RFP.

3.17. “**Owner**” is the New Mexico School for the Arts “NMSA” Governing Council or the “School”.

3.18. “**Procurement Officer**” means the School’s chief procurement officer.

3.19. “**Project Listing Form**” means the form included as a part of this RFP which all Offerors shall complete, indicating all outstanding awards and contracts less than seventy-five (75%) percent complete.

3.20. “**Proposal**” is the Offeror’s response to the RFP.

3.21. “**Public School Facilities Authority (PSFA)**” means the agency, under the Public School Capital Outlay Council (PSCOC) charged with responsibility for reviewing the School’s project plans pursuant to Section 22-20-1 NMSA 1978.

3.22. “**Request for Proposals**” or “**RFP**” means all documents, attached or incorporated by reference, used for soliciting proposals.

3.23. “**Resident Business**”, “**Resident Contractor**”, or “**Veteran Business, Veteran Contractor**” means an entity that has a valid resident certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-21 and 13-1-22 NMSA 1978.

3.24. “**Resident or Veteran Contractor**” means an entity that has a valid resident or veteran certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

3.25. “**Responsible Offeror**” means an Offeror who submits a proposal and who has furnished, where required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

3.26. “**Responsive Offer**” or “**Responsive Proposal**” means an offer or proposal which conforms in all material respects to the requirements set forth in the RFP. Material respects of an RFP include, but are not limited to, quality, quantity or delivery requirements.

3.27. “**Selection Committee**” means a body constituted in accordance with the principles set out in Section 13-1-121 NMSA 1978 to perform the evaluation of Offeror proposals.

3.28. “**User**” means the school staff occupying the facility or facilities, for which a project is being designed.

3.29. “**User Contact**” is the person designated by the school to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

3.30. “**Veteran Preference**” – See ‘Resident Business, Resident Contractor or Veteran Business, Veteran Contractor definition above.

3.31. The terms “**must**,” “**shall**,” “**will**,” “**is required**,” or “**are required**” identify a necessary item or factor. Failure to comply *with such* an item or factor will result in the rejection of the Offeror’s proposal.

The terms “**can**,” “**may**,” “**should**,” “**preferably**,” or “**prefers**” identify a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offeror’s submittal. *Rejection of the submittal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Committee Chairman.*

4. PROGRAM SUMMARY

4.1. Program/Scope of Work for the Cafeteria. The cafeteria will be located within Unit 1 and includes part of the area to be demolished. Because NMSA is a state-wide, residential public high school currently serving approximately 250 students but expanding over the next few years to 400 students, in addition to the regular school meals, it must also provide breakfast and dinner for the dormitory students. As well, it will serve as a meeting and “time to gather” assembly space, and an “in-between academics and art” space for the students. It will also serve as a multi-purpose space for many of the varied functions that occur in high school cafeterias around the state. Thus, the initial programming sets out the following requirements:

- Occupancy of 400 for eating and seating;
- Multi-purpose space with available stage (1,500 sf including storage);
- Table and chair storage, under stage;
- Ability to partition Room;
- Overhead control room/balcony for lighting, projecting, etc.;
- Physical activity adaptable, but not a sports gym;
- Courtyard space adjacent and possibly expandable from Cafeteria;
- Commercial kitchen for food prep and cooking/baking, storage, refrigerators/coolers;
- Self-serve area with microwaves and prep area;
- Restrooms;
- Delivery – accessible from loading area, overlap with loading for Dormitory;
- Janitor Closet.

4.2. Program/Scope of Work for the Dormitory. The dormitory will be a separate structure, located to the southeast side of Unit 1 and it is anticipated that it will house initially 60 students from around the state, with a possibility of adding space for another 30 to accommodate a total of 90 students in the future. Thus, the initial programming sets out the following requirements:

- Two-story structure;
- Thirty (30) dorm rooms to house sixty (60) students, two (2) per room, fifteen (15) rooms per floor;
- Structure designed to accommodate a third floor in the future;
- Appropriate private bathrooms on each floor;
- ADA accessible dorm room and bathroom on each floor;
- One resident advisor living unit with a private bathroom per floor;
- Ground floor reception/living room/visiting space with restrooms, mailboxes for residents;

- Second floor study/common area for residents;
- Laundry room on each floor;
- Kitchenette/self-serve area with refrigerator/freezer, microwaves, prep area and some dining tables with seating;
- MEP room;
- Storage;
- Delivery – accessible from loading area, overlap with loading for Cafeteria;
- Janitor Closet, including appropriate plumbing.

5. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements. Please note that it is a tight time frame due to the necessary time frames associated with the schedule of the School's academic program.

5.1. Sequence of Events.

5.1.1. December 13, 15 & 16, 2019: Notice of RFP published in the *Santa Fe New Mexican*, the *Albuquerque Journal* and on the NMSA website: <https://www.nmschoolforthearts.org>

5.1.2. December 17, 2019: Issuance of RFP; available on NMSA's website on Tuesday morning;

5.1.3. January 17, 2020: Submission of proposal by 2:00 p.m.;

5.1.4. January 17-22, 2020: Proposal evaluation and Short-Listing by Selection Committee; notification of interview schedules for short-listed Offerors;

5.1.5. January 23 and 24, 2020: Interviews for short-listed Offerors;

5.1.6. January 24, 2020: Recommendation to GC of most beneficial Offeror;

5.1.7. January 24 or 27, 2020: GC approves recommendation; begins Contract negotiations; issuance of Notice of Award;

5.1.8. Protest of Award deadline (TBD);

5.1.9. January, 2020: Contract approved.

5.2. Explanation of Sequence of Events.

5.2.1. **Issue RFP.** This RFP is issued by NMSA in accordance with the provisions of 13-1-120 and 13-1-121 NMSA 1978.

5.2.2. NMSA may make arrangements for prospective Offerors to visit the project site/location. **Please note that after the proposal submission due date, the Offerors are not allowed any contact with the User Contact without permission of the Owner's Representative. NMSA may, however, contact Offerors for clarification purposes, changes in the Schedule of Events, notices of non-responsiveness or responsiveness of proposals, and notices of short-list status and/or interviews.**

5.2.3. Amendments to the RFP document may be issued as deemed necessary.

5.3. **Submission of Proposal.** January 17, 2020 at 2:00 p.m. is the date and time that has been set for the submission of Proposals. Late Proposals **will not** be accepted. It is the Offeror's responsibility to ensure that Proposals arrive at the appointed date and time. Proposals may be delivered early to avoid any possible delay of the submission. The documents shall be in a sealed container with the RFP number and opening date indicated on the bottom left hand side of the container as follows:

New Mexico School of the Arts
Attention: Nathan Rubinfeld
500 Montezuma Avenue
Santa Fe, New Mexico 87501
nrubinfeld@nmschoolforthearts.org

RFP#2019-02—Submission Date: January 17, 2020, 2:00 p.m.

PROPOSALS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE. Proposal submittals shall be date and time-stamped by the NMSA office that is designated to receive proposals. A public log will be kept of the names and submittal times of all Offerors who submitted proposals.

The Procurement Officer or her designee shall review the proposals for completeness and compliance with the mandatory requirements prior to distribution to the Evaluation Committee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination which will include the right of the Offeror to protest the decision. (See Section 6, paragraph 6.1). The Procurement Officer shall designate a witness to be present during the opening of the proposals. The witness and Procurement Officer shall sign the "List of Offerors" for the procurement file.

5.4. **Proposal Evaluation, Short-listing of Highest-Ranked Proposal and Scheduling of Interviews.** January 17-22, 2020 is the time frame during which the proposals will be distributed to the Evaluation Committee. The Evaluation Committee will convene to rank the Offerors, the Offerors will be notified by email of the rankings of the Offerors, and the top three (3) proposals will be scheduled for interviews.

5.5. **Please note: Interviews with Short-listed Offerors will be conducted on January 23 and possibly January 24, 2020.**

5.6. **Recommendation of Award to the Governing Council.** The Selection Committee shall make a recommendation to the Governing Council for award of the Project that shall include the ranking of all Offerors.

5.7. **Contract Negotiations.** The Owner reserves the right to enter into negotiations with the highest-ranked Offeror pursuant to NMSA 13-1-115. If contract negotiations are not finalized within a reasonable period of time, the Owner will terminate negotiations with the highest-ranked Offeror and begin negotiations with the next-ranked firm based on final ranking.

5.8. **Issue Notice of Award; Contract Signed.** Upon the successful completion of contract negotiations and Governing Council approval, the Notice of Award shall be issued and the Design Professional Agreement signed.

5.9. Protest Deadline. The protest period for award of the contract shall begin on the first day following the date of the Notice of Award. This date shall be determined by the Procurement Officer. See Section 6, Paragraph 6.1, below for more details.

6. GENERAL REQUIREMENTS

This General Requirements section contains specific information about the process and conditions under which this RFP is issued, and conditions concerning how the project will be completed.

6.1. Protests. In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with the award of a contract may protest to the Procurement Officer. The protest must be submitted **in writing** within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Chelamia Quintana, NMSA Chief Procurement Officer
500 Montezuma Avenue
Santa Fe, New Mexico 87501
(505) 310-4194.
cquintana@nmschoolforhearts.org

The fifteen (15)-day protest period shall begin on the first day following the date of written notice of action from the School. Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

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

6.3. Subcontractors. All work that may result from this procurement must be performed by the Contractor and payments will only be made to the Contractor. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, subcontracting of the work is not acceptable.

6.4. 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. NMSA personnel will not collate or assemble proposal materials.

6.5. Offerors' 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 signed by the Offeror's duly authorized representative addressed to NMSA. The approval or denial of withdrawal requests received **after** the deadline for receipt of the proposals is at the discretion of the Owner.

6.6. Disclosure of Proposal Contents. The content of proposals will be kept confidential until the successful Offeror's contract has been signed by NMSA. At that time, all proposals will be open to the public, except for the material which has previously been noted and deemed as proprietary or confidential.

6.7. Termination. This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Owner determines such action to be in the best interest of NMSA and the State of New Mexico.

6.8. Sufficient Appropriations. Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations of public funding do not exist. Such termination will be effected by sending written notice to the Contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

6.8.1. If the determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

6.9. Standard Contract. The Owner will use a Standard Agreement between Owner and Design Professional, *Where the Owner will use the Construction Manager at Risk Delivery Method*, and General Conditions for the Construction Manager at Risk Agreement. Any Offeror questions about any provision(s) of the contract terms and conditions must be promptly brought to the attention of the NMSA Owner's Representative.

6.10. 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 this RFP. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

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

6.12. Notice. The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

6.13. Release of Information. Only the Owner is authorized to release information about projects covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.

6.14. Project Reporting. In addition to planning and program meetings with the Owner and Owner's Representative as needed, the Offeror is expected to visit the site at least once a week during the construction phase, or as modified by contract agreement.

6.15. Ownership of Documents. The Design Professional's Contract will require that the drawings, specifications and other project documents are the property of the Owner. The Design professional's Contract has certain requirements as to the rights and responsibilities of the Owner and Architect/Engineer.

6.16. Clarifications from Offerors. The Design Professional Selection Committee or designee, after review of the proposal and/or interview, may request clarifications on information submitted by any and all Offerors.

7. RESPONSE FORMAT AND ORGANIZATION

7.1. Number of Responses. Only one (1) original proposal may be submitted by each individual entity for the project that is the subject of this RFP.

7.2. Number of Copies. Offerors shall provide seven (7) identical copies of their proposal to the location specified in Section 5, paragraph 5.3 on or before the closing date and time for receipt of proposals.

7.3. Proposal Format. The proposal must be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets, will be counted as two (2) pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty (20) pages (printed sheet faces) of text and/or graphic material for project proposals. **If there are any questions as to format requirements they shall be directed to the Owner's Representative for clarification, prior to submittal of documents.**

Material excluded from the twenty (20)-page maximum count shall include and **shall be limited to:**

- Front cover (blank on back side);
- Submittal letter (one (1) page maximum);
- Completed Campaign Contribution Disclosure Form (provided at the end of this RFP);
- Valid Resident Business Preference Certificate or Veteran Preference Certificate issued by the New Mexico Taxation & Revenue Department;
- Table of Contents page (one (1) page maximum);
- Divider pages (See Sections below);**
- Certificate(s) of insurance;
- Back cover (blank on one side); and
- Project Listing Form (provided at end of this RFP).

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE, SHALL BE COUNTED TOWARDS THE TWENTY (20)-PAGE MAXIMUM.

7.4. Divider Pages. The Divider Sections are listed below. The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under 9. EVALUATION. Reminder – Divider Pages do not count towards the twenty (20)-page maximum.

- Section 1 Business Profile;
- Section 2 Capacity and Capability;
- Section 3 Past Record of Performance;
- Section 4 Proximity/Familiarity w/Site(s);
- Section 5 Design Work produced in-state;

Section 6 Volume of Work previously done;

Section 7 Evidence of Understanding of Scope of Work.

Any proposal deemed non-conforming by the Selection Committee Chairman in regard to format will be considered non-responsive. Offerors shall contact the Owner's Representative to clarify any questions concerning format prior to submission.

7.5. Proposal Organization. All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Sections 1 through 7, are helpful.

7.6. Submittal Letter. Each proposal must be accompanied by a submittal letter. The submittal letter (*the following information will be required in order to contract for the project*) should:

7.6.1. identify the submitting business, including the percentage (%) of work being performed by a valid Resident Business or Veteran Business (see Section 7, paragraph 7.3);

7.6.2. identify the name and title of the person(s) authorized by the company to contractually obligate the business for the purposes of this RFP;

7.6.3. identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;

7.6.4. be signed by a person authorized to contractually obligate the Offeror;

7.6.5. acknowledge receipt of any and all amendments to this RFP;

7.6.6. 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;

7.6.7. 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; and

7.6.8. if a joint proposal, contain a statement indicating the percentage of the services to be completed by the non-resident business based on the dollar amount of the fee proposed in Section 8.

7.7. Projects Listing Form. Include with the submittal letter the completed Project Listing Form. A blank form is included at the end of this RFP. If there are any questions as to the appropriate content of the form, contact the Owner's Representative for clarification. Content will be checked and verified when the proposals are submitted. Information determined to be inaccurate by the NMSA will be confirmed with the Offeror and corrected as necessary prior to scoring by the Selection Committee.

8. SPECIFICATIONS

8.1. Detailed Scope of Work.

8.1.1. **Architectural Services.** The Scope of Work for the cafeteria and dormitory projects shall include the following key elements: Programming (site selection and investigation), Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, and eleven (11)-month Warranty Inspection. The project team shall include as a minimum: Architectural, Engineering, and any other design consultants as may be required.

8.1.2. The following documents are required to be utilized on this contract by the Design Professional:

8.1.2.1.1. The New Mexico Public School *Adequacy Planning Guide*, where appropriate;

8.1.2.1.2. The State of New Mexico PSFA HVAC and Controls Performance Assurance Program incorporating all appendices;

8.1.2.1.3. PSFA standard specification sections and forms, where appropriate; and

8.1.2.1.4. The *State of New Mexico Public School Facilities Authority Roofing Program Handbook*, where appropriate.

8.1.3. As an independent structure the dormitory 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 twenty-five (25%) percent as compared to the U.S. building stock, shall be applied. Once the project is complete and operating for at least one (1) 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.

8.1.4. Project(s) are as follows: Necessary demolition of existing basement substructure area and substructure reconstruction for cafeteria foundation; other necessary surface demolition; programming, design, and construction administration for the cafeteria and dormitory.

8.2. **Schedule of Services.** To be determined by the Design Professional in collaboration with CMAR and the Owner.

8.2.1. Cafeteria and Dormitory Proposed Schedule:

Upon Contract Execution, Programming, Schematic Design, Design Development, Construction Documents and Bidding for Cafeteria to be completed by May 31, 2020. Demolition of existing basement structure and substructure reconstruction for cafeteria foundation and other necessary surface demolition expected to begin in January, 2020. Programming,

Schematic Design, Design Development, Construction Documents and Bidding for Dormitory to be completed before May 31, 2021;
January, 2020—Demolition/substructure reconstruction support work begins;
June 1, 2020—Construction begins on Phase 2-A—the Cafeteria;
Estimated, no later than June 1, 2021—Construction begins on Phase 2-B—the Dormitory;
July 15, 2021—Substantial Completion of Cafeteria;
August 15, 2021—Final completion of Cafeteria;
June 15, 2022—Substantial completion of Dormitory;
July 15, 2022—Final completion of Dormitory.

8.3. Estimated Project MACC: \$9,560,329.

8.4. **Specifications.**

8.4.1. **Submittal Letter.** Proposals must include a submittal letter and should include all the information as identified in Section 7, paragraph 7.6.

8.4.2. **Format.** Comply with requirements of Section 7.

8.4.3. **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.

8.4.4. **Current Projects Listing.** Complete and submit the Project Listing Form, which is provided at the end of this RFP. This form will indicate the status of all current work awarded for projects for NMSA which are less than seventy-five (75%) percent complete. The form will list each project by name, fee, and the percent complete of basic design services for each project. See Section 3 for the specific definition of “75% complete” for the purposes of this RFP.

8.5. **Business Information.**

8.5.1. **Staff Role.** The Contractor will assign staff as it deems necessary for the project.

8.5.2. **Existing Information.** One (1) copy of project-related information in the possession of the Owner will be available to the Contractor subsequent to contract execution.

8.5.3. **Electronic Data.** The Owner prefers that final design documents and specifications are prepared using computer technology. Electronic drawing files should be provided to the Owner in AutoCAD and specifications in Microsoft Word.

9. EVALUATION

9.1. Evaluation Criteria.

9.1.1. **Short-Listing.** A maximum total of 100 points is possible in scoring each proposal for the short-list evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection.

9.1.1.1. **Resident Business.** A resident business, pursuant to Section 13-1-22 NMSA 1978, shall be awarded the equivalent of five (5%) percent of the total possible points assigned to the technical proposal. When a joint proposal is submitted by both resident and nonresident businesses, the resident preference shall be reduced in proportion to the percentage work being performed by the resident business.

9.1.1.2. **Veteran Business.** A veteran business, pursuant to Section 13-1-22 NMSA 1978, shall be awarded the equivalent of seven (7%) percent, eight (8%) percent, or ten (10%) percent of the total possible points assigned to the technical proposal. The percent awarded shall be determined by the Veteran Business preference certificate issued by the New Mexico Taxation and Revenue Department to the qualified Offeror(s).

9.1.2. The evaluation criteria to be used by the Selection Committee for the proposal short-list and the corresponding point values for each criterion are as follows:

9.1.2.1. **Specialized design and technical competence** of the business, including a joint venture or association, regarding the type of services required **20 points;**

9.1.2.2. **Capacity and capability** of the business to perform the work, including any specialized services, within the time limitations **20 points;**

9.1.2.3. **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 **15 points;**

9.1.2.4. **Proximity to or familiarity** with the area in which the project is located **10 points;**

9.1.2.5. The **amount of design work** that will be produced by a New Mexico business within the State **5 points;**

9.1.2.6. The **volume of work previously done** by the entity requesting proposals that is not 75% complete with respect to basic professional design services **5 points;**

9.1.2.7. **Evidence of understanding of scope of work**, the site, and existing conditions **25 points.**

9.1.3. **Interview.** Fifty (50) points are possible in scoring each interview for this RFP. The interview will allow time for a presentation by each of the short-listed firms and time for a question and answer session in response to questions posed by the committee during the interview.

9.2. **Short-List Evaluation Factors.** A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

9.2.1. Specialized Design. Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past design projects and the corresponding applications to the proposed scope of work.

9.2.2. Capacity and Capability. Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.

9.2.3. Past Record of Performance. Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user-program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.

9.2.4. Proximity to or Familiarity with Site Location. Demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on- and off-site requirements for design, construction and administration of the project. Indicate previous knowledge or experience regarding the project location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs.

9.2.5. New Mexico-Produced Work. It is in the State's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico firm or firms. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that firm or firms.

9.2.6. Volume of Work Previously Done. Firms shall be scored on any project that has been previously awarded and is, on the date of the submittal, less than seventy-five (75%) percent complete (see definitions for clarification of "75% complete"). Information on the status of past project awards shall be included in the "Project Listing Form" as a requirement of this RFP. The following formula on fees for projects awarded that are less than seventy-five (75%) percent complete shall be utilized in assessing scores:

\$ 25,000	to	\$ 35,000	1 point deducted
\$ 35,001	to	\$ 50,000	2 points deducted
\$ 50,001	to	\$100,000	3 points deducted
\$100,001	to	\$150,000	4 points deducted
\$150,001	and	over	5 points deducted.

9.2.7. Evidence of Understanding of the Scope. Describe in detail the anticipated scope of work for the project. Include information about the project site, project

administration, scheduling, budget and programmatic user requirements. The proposal should demonstrate competent knowledge of project constraints as well as any applicable discussion of possible options for design approaches or techniques.

9.2.7.1. Offerors are not encouraged to provide specific design solutions for the project. Without completion of programming activities, any specific design proposals could be inappropriate and may result in a reduction in scoring. This would not preclude discussion of project parameters that may affect design decisions, concept approaches or design philosophies.

9.2.8. Campaign Contribution Disclosure and Conflict of Interest Statement. Each prospective Offeror must include as part of their submittal the Campaign Contribution Disclosure Form included as Attachment 2 of this RFP with all portions completed, and the Conflict of Interest Statement included as Attachment 3 of this RFP, including any required attachments.

9.3. Evaluation Process.

9.3.1. 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 6, paragraph 6.1.)

9.3.2. Short-Listing Meeting. The Selection Committee established by Section 13-1-121 NMSA 1978 will meet to review the proposals. The Selection Committee will review each Offeror's proposal. Points will be allocated as outlined in Section 9 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 (3) proposals are submitted, the Selection Committee will interview only the three (3) highest-ranked proposals.

9.3.2.1. The Selection Committee may award the contract based on the results of the short-listing alone; however it is anticipated that interviews will be held and 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 (3) proposals are received, the Selection Committee may recommend an award or recommend the reissuance of the RFP.

9.3.3. Notice of Finalists. Each responsive Offeror will be notified in writing whether their proposal has been short-listed. A public log will be kept of the names and rankings of all Offerors short-listed for interviews.

9.3.4. Interviews with Finalists. For those top three (3) finalists included in the interview, notice will include the interview date and time. **Please anticipate that the interviews will be scheduled on January 23rd and possibly January 24th 2020.** Interviews will generally be held at the NMSA Office, unless scheduled elsewhere at the discretion of the Committee. Scoring for the interview will be based on responses to questions posed by the Selection committee during the interview. Each member will assign points to the finalists after each interview. 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.

9.3.5. Final Rankings. The combined weighted rankings from the short-list and interview determine the final rankings. The firm with the highest-ranking total score from the members of the Selection Committee shall be recommended for selection.

9.3.5.1. Multiple Awards. NMSA reserves the right to make multiple awards if more than one project is listed, to ensure the work is executed within the required timelines.

9.3.6. Point Calculations. All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Selection Committee, with all members in attendance.

9.3.6.1. All overall Committee rankings, including the short-list, interview and final rankings are public record and will be available for public inspection at NMSA after the successful Offeror's contract is signed by NMSA.

9.3.7. Notice of Award. The Chair of the Selection Committee shall notify all Offerors in writing of the final results of the solicitation by certified mail or by e-mail return receipt acknowledgement, after execution of the contract. For a period of thirty (30) days after the date the contract is signed, proposals will be available for public inspection by appointment only at the NMSA administration office. NMSA shall keep one each of all proposals submitted for the procurement file. Offerors may make arrangements with NMSA to pick up or mail at the Offeror's cost the additional copies of the proposals as soon as possible.

Attachment 1

ARCHITECT & ENGINEER -- SELECTION COMMITTEE

PROJECT LISTING FORM

FIRM: _____ **DATE:** _____

	PROJECT	AWARD DATE	CONTRACT DATE	AMOUNT	% COMPLETE
1.					
2.					
3.					
4.					
5.					
6.					
7.					
T O T A L F E E S					

Notes:

1. See definitions for calculation of “75%”. If any award is not proceeding in contract negotiations, please indicate the status in the “Remarks” below.
2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction costs.
3. Federal funds shall be included in project calculations pursuant to 13-1-120B(6).
4. Use additional sheets if necessary.

REMARKS: _____

Attachment 2

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 (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 and Fifty Dollars (\$250.00) over the two (2)-year period.

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise,

collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

"**Pendency of the Procurement Process**" means the time period commencing with the Public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

Name(s) of Applicable Public Official(s) if any: _____

(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): _____

Date: _____

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature: _____
Title (Position): _____

Date: _____

END OF
REQUEST FOR PROPOSALS

Attachment 3

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to the New Mexico School for the Arts in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of the New Mexico School for the Arts (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any New Mexico School for the Arts employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the Legislator: _____ List below the names(s) of any employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The Vendor agrees to provide immediate notice to the New Mexico School for the Art's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice or proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above **CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION Status** requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____

Name of Person Signing (typed or printed): _____

Title of person Signing above: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip _____

Telephone _____