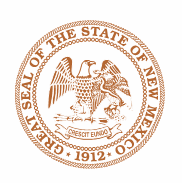
**New Mexico Educational Retirement Board**

**REQUEST FOR PROPOSALS (RFP)**

**Architect/Engineering Services for New Mexico Educational Retirement Board New Office Building**



**RFP#**

**NMERB 2021-08-01-EXEC**

RFP Release Date: January 21, 2021

Proposal Due Date: March 10, 2021 by 3 PM

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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# I. INTRODUCTION

### PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive qualifications proposals for the procurement of professional architecture, landscape architecture, and engineering services based on the scope of work described below.

### BACKGROUND INFORMATION

The New Mexico Educational Retirement Board (NMERB) has seven members appointed to its Board of Trustees (the Board). The Board employs the Executive Director of the ERB. The Educational Retirement Act (ERA) is the retirement system for the employees of the public schools, charter schools, colleges, universities and selected state agencies. The system was established in 1957 and operates under the authority of NM Statutes, Section 22-11-1 *et seq.*, NMSA 1978 as amended. The ERB and its staff administer retirement benefits under the Act.

### SCOPE OF PROCUREMENT

The scope of work for this project includes the design and construction administration for a new 24,500 square foot facility (the “Project”) to serve as NMERB’s headquarter building in Santa Fe. NMERB has purchased a 2.999-acre site at 5211 Las Soleras Drive in Santa Fe.

The scope of work for the new office building will include but not necessarily be limited to full basic architectural/engineering services. Full Basic Services will include: Programming (further site investigation and confirmation of the Space Requirement Report), Schematic Design (preliminary alternative materials and systems recommendations), Design Development, Construction Documents, Bidding, Construction Administration, Project Closeout and 11-Month Warranty Inspection. Construction administration will include a minimum of weekly project site meetings and inspection. Project closeout services will include one design process analysis meeting to assess implementation of sustainable design and construction requirements into the project and review any lessons learned from the overall effort.

In addition, as-needed services may include, but are not limited to: Geo-technical and Topographical Studies.

This building 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 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 U.S. building stock. Once the building 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. This will not be a LEED project.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

### PROCUREMENT MANAGER

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

Name: Felicia Sena, Procurement Manager

Telephone: (505) 476-6134

Email: [Felicia.Sena@state.nm.us](mailto:Felicia.Sena@state.nm.us)

Address: P.O. Box 26129, Santa Fe, New Mexico 87502

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offeror’s may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the NMERB.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.**  As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **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 Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

### PROPOSAL SUBMISSION

***Submissions of all proposals must be accomplished via Electronic submission to NMERB via e-mail to the procurement manager. If your submission is greater than 20MB, please contact the procurement manager to inquire about other means to submit your proposal.***

### DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Agency**” means the New Mexico Educational Retirement Board.
2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
10. “**Desirable**” – the terms ”may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
11. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in accordance with procedures stated in this Request for Proposals.
12. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted in accordance with procedures laid out in this Request for Proposals.
13. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
14. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
15. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
16. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
17. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
18. “**IT**” means Information Technology.
19. “**Mandatory**” – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
20. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
21. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
22. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
23. “**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
24. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
25. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
26. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
27. “**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when 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, or items of tangible personal property described in the proposal.
28. “**Responsive Offer**” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
29. “**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
30. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.
31. “**State (the State)**” means the State of New Mexico.
32. “**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.
33. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
34. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
35. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

### PROCUREMENT LIBRARY

A procurement library has been established at <https://www.nmerb.org/requests-for-proposals/>.

Offerors are encouraged to review the material contained in the Procurement Library. The library contains information listed below:

[Procurement Regulations 1.4.1 NMAC](https://www.nmerb.org/wp-content/uploads/2020/08/01.004.0001.pdf)

[Educational Retirement Act, NMSA 1978, §§ 22-11-1 to -55](https://laws.nmonesource.com/w/nmos/Chapter-22-NMSA-1978#!b/a11)

NMERB Space Needs Assessment Report

Phase 1 Environmental Site Assessment

Submission to New Mexico Board of Finance

NMERB Presentation to the Executive Capital Outlay Committee

NMERB Site Feasibility Document

# II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

## SEQUENCE OF EVENTS

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

|  |  |  |
| --- | --- | --- |
| **Action** | **Responsible Party** | **Due Dates** |
| 1. Issue RFP | NMERB | January 21, 2021 |
| 2. Acknowledgement of Receipt Form | Potential Offerors | February 5, 2021 |
| 3. Pre-Proposal Conference- non-mandatory | NMERB | February 4, 2021 1:30 PM |
| 4. Deadline to submit  Written Questions | Potential Offerors | February 24, 2021 |
| 5. Response to Written  Questions | Procurement Manager | March 3, 2021 |
| ***6. Submission of Proposal*** | ***Potential Offerors*** | ***March 10, 2021 3 PM*** |
| 7.\* Proposal Evaluation | Evaluation Committee | Week of March 22nd |
| 8.\* Selection of Finalists | Evaluation Committee | By March 26th |
| 9 \* Oral Presentation (optional) | Finalist Offerors | April 2, 2021 |
| 10.\* Finalize Contractual Agreement | NMERB/Finalist Offerors | April 9, 2021 |
| 11.\* Contract Award | NMERB/ Finalist Offerors | May 28, 2021 |
| 12.\* Protest Deadline | NMERB | June 12, 2021 |

\*Dates indicated in Events 7 through 12 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

## EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

### Issue RFP

This RFP is being issued on behalf of the New Mexico Educational Retirement Board on the date indicated in Section II.A, Sequence of Events.

### Acknowledgement of Receipt Form

Potential Offeror’s may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, to have their organization placed on the Procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 pm on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offeror’s from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror’s representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

### Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 1:30 PM via GoToMeeting: <https://global.gotomeeting.com/join/619204861>; or dial in at  +1 (646) 749-3112   
**Access Code:** 619-204-861

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

### Deadline to Submit Written Questions

Potential Offeror’s may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 P.M. MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### Response to Written Questions

Written responses to the written questions will be provided in Amendments to the RFP via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Amendments will be posted to both sites: <https://www.nmerb.org/requests-for-proposals/>

<https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>

### Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM** ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS.**Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal.

***Proposals must be submitted electronically to the e-mail address of the Procurement Manager. If your submission is greater than 20MB, please contact the procurement manager to inquire about other means to submit your proposal.***

Proposals submitted by facsimile, or other electronic means will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offeror’s during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

### Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

### Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. Only finalist(s) will be invited to participate in the subsequent steps of the procurement. A schedule for the oral presentation and demonstration will be determined at this time.

### Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation through remote conferencing to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc). The Agency will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee.

### Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

### Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

### Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, 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 Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal 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 party listed below. The protest must be e-mailed to:

Susanne Roubidoux

General Counsel

Susanne.Roubidoux@state.nm.us

**Protests received after the deadline will not be accepted.**

## GENERAL REQUIREMENTS

### Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX B.

### Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP 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.

### Prime Contractor Responsibility

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

### Subcontractors/Consent

The use of subcontractors or Consultants is allowed. 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 agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### 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. **Agency personnel will not merge, collate, or assemble proposal materials.**

### 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 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, 1.4.1.5 & 1.4.1.36 NMAC.

### Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

1. ***Proprietary and Confidential information is restricted to***:
2. confidential financial information concerning the Offeror’s organization; and
3. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
4. An additional but separate redacted version of Offeror’s proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal.

**IMPORTANT**: 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 proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

### No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror’s services until a valid written contract is awarded and approved by appropriate authorities.

### Termination

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

### Sufficient Appropriation

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

### Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror’s concerns must be promptly submitted in writing to the attention of the Procurement Manager.

### Governing Law

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

### Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

### Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix I. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), 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 rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX I) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language (APPENDIX C). The Agency may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency 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 RFP 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 RFP 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. Appendix C must contain *either* a statement of acceptance of the Terms and Conditions or a detailed specific language proposal.

### Offerors’ 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 Agency (APPENDIX C).

### 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 RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror’s proposal.

### Offeror Qualifications

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

### Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities that do not materially affect the scope and content, as defined in Section I.F.20. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

### Change in Contractor Representatives

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

### Notice of Penalties

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

### Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.

### Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency 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.

### Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

### Confidentiality

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

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 Agency's written permission.

### Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

### Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://www.nmerb.org/requests-for-proposals/>

### New Mexico Employees Health Coverage

Offeror agrees to comply with all federal and state laws and regulations regarding the obligation of employers to provide health insurance for employees. If the Offeror has more than fifty (50) full-time-equivalent employees, the Affordable Care Act applies. If the Offeror has between two (2) and fifty (50) full-time-equivalent employees, the Offeror shall notify the employees of the availability of health insurance through beWellnm online at http://www.beWellnm.com.

Concurrence with this NM Health Coverage requirement must be submitted using the form, APPENDIX E**.**

### Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX D, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions listed on the form. **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

### Letter of Transmittal

Offeror’s proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX B), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror’s organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror’s proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization’s acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror’s disqualification.**

### Disclosure Regarding Responsibility

1. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:
2. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
3. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
4. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
5. violation of Federal or state antitrust statutes related to the submission of offers; or
6. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
7. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
8. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
9. The tax liability is finally determined.  The liability is finally determined if it has been assessed.  A liability is not finally determined if there is a pending administrative or judicial challenge.  In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
10. b.The taxpayer is delinquent in making payment.  A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required.  A taxpayer is not delinquent in cases where enforced collection action is precluded.
11. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
12. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
13. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
14. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
15. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document.  The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
16. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement.   If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement.  If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause.  Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

# III. RESPONSE FORMAT AND ORGANIZATION

## NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

## NUMBER OF COPIES

### ELECTRONIC SUBMISSION ONLY Responses

### Proposals in response to this RFP must be submitted via e-mail to the Procurement Manager. *If your submission is greater than 20MB, please contact the procurement manager to inquire about other means to submit your proposal.*

The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offeror’s proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload

1. **Technical and Business Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**.

All information for the Volume I Technical Proposal **must be combined into a single file/document for uploading**.

All the information for the Volume II Business Proposal **must be combined into a single file/document for uploading.**

The only exception is if the file is over 20MB. Then it can be split. Contact the Procurement Manager.

1. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :

* One (1) ELECTRONIC version of the requisite proposals as identified in this Request for Proposals as **unredacted** (def. Section I.F.38) version for evaluation purposes; and
* One (1) **redacted** (def. Section I.F.27) ELECTRONIC version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

**For technical support issues contact the Procurement Manager via e-mail at Felicia.Sena@state.nm.us.**

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

## PROPOSAL FORMAT

All proposals must be submitted according to the outline below.

### Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal.

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. ALL major sections noted below must be tabbed in the pdf. Points will be deducted from the Technical evaluation factor #1 if there are no tabs.

1. **VOLUME I TECHNICAL PROPOSAL**

Volume I of the Proposal shall be organized and tabbed as follows:

* 1. Table of Contents
  2. Specialized Design and Technical Competence
  3. Capacity and Capability
  4. Past Record of Performance
  5. Proximity
  6. Amount of Design Work/ Volume of Past Work
  7. NM Resident Business or Resident Veteran Preference (Optional)

1. **VOLUME II. BUSINESS PROPOSAL**

Volume II of the Proposal shall be organized and tabbed as follows:

* 1. Letter of Transmittal
  2. Response to Terms and Conditions
  3. Campaign Contribution Disclosure Form
  4. NM Health Coverage
  5. Errors and Omissions Insurance coverage

# IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials will be evaluated and awarded points accordingly. Use the Evaluation Factors information in Section VI. to guide the response to each Specification under the Technical Specifications.

1. **TECHNICAL SPECIFICATIONS**
   1. **Specialized Design and Technical Competence**

Show evidence of understanding of scope of work, the site and existing conditions. Present management methods of design and construction administration.

* 1. **Capacity and Capability**

Capacity and capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations. Consultant Data Sheet- Appendix H

* 1. **Past Record of Performance**

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.

* 1. **Proximity**

Proximity to or familiarity with the area in which the project is located.

* 1. **Amount of Design Work/Volume of Work**

Project Listing Form for Volume of Work and NM Amount of Design Work- Appendix G

* 1. **Organizational References**

Clients/customers to return the form to Procurement Manager **directly**- Appendix F

* 1. **New Mexico Resident Preference**

New Mexico Resident Business or Veteran Business Preference for in-state businesses.

1. **BUSINESS SPECIFICATIONS (required forms)**
   1. **Letter of Transmittal –** Appendix B
   2. **Response to Terms and Conditions-** Appendix C
   3. **Campaign Contribution Disclosure Form-** Appendix D
   4. **NM Employee Health Coverage-** Appendix E
   5. **Errors and Omissions Insurance Coverage-** Insurance ACORD or letter

# V. EVALUATION

## EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category~~.~~

|  |  |
| --- | --- |
| **Evaluation Factors** | **Points Available** |
| * 1. **Technical Specifications** |  |
| 1. Specialized Design/ Technical Competence | 150 |
| 1. Capacity and Capability | 350 |
| 1. Past Record of Performance | 350 |
| 1. Proximity | 50 |
| 1. Amount of Work/ Volume of Work | 50 |
| 1. Organizational References | 50 |
| **Subtotal** | **1000** |
| G.(A) NM Preference - Resident Business Vendor | 50 |
| G. (B) NM Preference - Resident Veterans Business | 100 |
| **Total-possible points before Oral Presentation(optional)** | **1150** |
| H.Oral Presentations- points added to previous points | 250 |
| **Final Total possible points if Oral Presentations** | **1400** |
|  |  |
| * 1. **Business Specifications** |  |
|  |  |
| A. Letter Of Transmittal | Pass/Fail |
| B. Response to Terms and Conditions | Pass/Fail |
| C. Campaign Contribution Disclosure Form | Pass/Fail |
| D. NM Employees Health Coverage | Pass/Fail |
| E. Error and Omissions Insurance coverage | Pass/Fail |
|  |  |

Table 1: Evaluation Point Summary

## 

## EVALUATION FACTORS

A brief explanation of each evaluation category is listed below as well as the guidelines to be used by the Selection committee for awarding points.

* 1. **Technical Specifications**

1. **Specialized Design and Technical Competence** – 150 points

Offeror must thoroughly describe their understanding of the scope of work, site and existing conditions. It also includes specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

* + - Vision/mission and business philosophy.
    - Brief history of firm and any activity in New Mexico.
    - Specific examples of best practices utilized by firm for design.
    - Firm’s general approach to design reviews, construction administration and equipment commissioning.
    - Specific oversight management approaches of their subconsultants for design and of the General contractor for construction
    - Understanding of key project elements/goals specific to this project
    - Challenges that might be expected based on type of project, including existing conditions, location, site, or other factors.

* + **100 - 150 points** Demonstrates a thorough and detailed understanding of requirements in design reviews and construction administration of Office building design and construction. Excellent description of best practices. Experience significantly exceeds minimum standards in a way beneficial to the state. Evidence of good understanding of this project. Strengths of proposal significantly outweigh weaknesses, if any. Little doubt exists, based on the Offeror’s description, that the Offeror can perform the proposed effort.
  + **50 - 99 points** Demonstrates a minimal understanding of requirements in design reviews and construction administration of Office building design and construction. Acceptable but minimal description of best practices. Experience meets minimum standards in a way beneficial to the state. Some evidence of understanding of this project. Strengths of proposal equal weaknesses. Some doubt exists, based on the Offeror’s description, that the Offeror can perform the proposed effort.
  + **0 – 49 points** Little indication of understanding of requirements in design reviews and construction administration of Office building design and construction. Very minimal description of best practices. Experience is questionable as to whether or not they meet minimum standards necessary for contract performance. Little discussion of this specific project. Significant doubt exists, based on the Offeror’s description, that the Offeror can perform the proposed effort.

1. **Capacity and Capability** – 350 points

Capacity and capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations. Describe the team’s capabilities. Describe the capacity of the team to handle this project and its proposed schedule.

* + Indicate key personnel to be assigned to this project, their specific roles, experience, background. Attach resumes for this project.
  + List all consultants and how they provide value to this project as well as their experience and resumes. Describe any past collaboration with the consultants.
  + Substantiate how your team can most effectively undertake responsibilities associated with the project. What is the capacity of each of the main team members and consultants? Indicate relationship of the firm’s/project team’s current work load to the projected workload of this project, and any personnel in a New Mexico office.
  + Provide an organizational chart of the prime company showing lines of authority and how the consultants are involved
  + Provide the Consultant Data Sheet (APPENDIX H) for the Offeror and consultants
    - **250 – 350 points** for highly qualified staff and consultants. There are documented experiences of past collaboration. Their capacity to take on this project is clear. The lines of authority are outlined on the organizational chart. Consultant Data sheet indicate good coverage of specialties for this project. Experience and qualifications significantly exceed minimum standards in a way beneficial to the state. Strengths of proposal significantly outweigh weaknesses, if any. Little doubt exists, based on the Offeror’s qualifications, that the Offeror can perform the proposed effort.
    - **150 – 249 points** for somewhat qualified staff and consultants. There may or may not be documented experiences of collaboration. Their capacity may or may not be clear. The organizational chart was unclear on lines of authority or items were missing. Consultant Data Sheets indicate adequate coverage of specialties for this project. Proposal offers few strengths, or, if there are any strengths, these strengths are offset by weaknesses. Some doubt exists, based on the Offeror’s qualifications, that the Offeror can perform the proposed effort.
    - **0 – 149 points** where staff and consultants have very limited qualifications or experience. Experience and qualifications are questionable as to whether or not they meet minimum standards necessary for contract performance. Consultant Data Sheets were inadequate or missing. Significant doubt exists, based on the Offeror’s qualifications, that the Offeror can perform the proposed effort. Organizational chart could be missing. Discussion of capacity was limited.

1. **Past Record of Performance** –350 points

List 5 completed projects of a similar nature as this one. The listed projects must demonstrate that the firm, through previously completed work, has developed expertise to provide appropriate design and provided construction administration. The scoring descriptions below will state ‘if possible’ which means that if confidentiality is an issue then the information may be more general than detailed.

* + - Project Description should include the scope of work of the project. The size of the facility/campus/building as well as the complexity and size of the site should be described. Describe which of your team members participated in the project.
    - Budget Methodology/Cost Control: For each example project listed, list original construction cost budget per the consultants’ agreement, actual bid amount (including accepted additive alternates), and the final construction amount. If confidential, then give generalities rather than specific dollar amounts. Describe how constructability, other recommendations, value engineering, and other design phase cost controls were utilized. Describe the reason for any Change Orders and how their cost was controlled.
    - Schedule Control: For each example project listed, define the original agreement schedule by listing Design Start Date, Bid Date, Construction Start Date, Substantial Completion Date, and Final Completion Date, if possible. Compare these contractual dates with actual respective dates. Explain the reasons for any differentials between original and actual project schedule milestones.
* Please explain any project difficulties and how the Offeror handled these issues
* Examples of highly successful aspects of projects similar to this project, completed by the firm.

o **250 – 350 points** for more than a few Office building projects of similar size and complexity. The projects were well described and team members listed. The cost control with reasons was presented as well as the schedule information, when possible. Project difficulties were discussed. Demonstrates an excellent past performance on these types of facilities. Experience significantly exceeds minimum standards in a way beneficial to the state. Strengths of proposal significantly outweigh weaknesses, if any. Little doubt exists, based on the Offeror’s performance record, that the Offeror can perform the proposed effort.

* **150 – 249 points** for a few Office building projects of similar size and complexity. The projects were presented but there was not a depth of information regarding the costs or schedule controls or project difficulties. Demonstrates an acceptable past performance on these types of facilities. Experience meets minimum standards in a way beneficial to the state. Strengths of proposal are weak. Some doubt exists, based on the Offeror’s performance record, that the Offeror can perform the proposed effort.
* **0 – 149 points** for no significant projects of similar size and complexity. Demonstrates limited past performance on these types of facilities. Information was very limited. Experience is questionable as to if they can meet minimum standards in a way beneficial to the state. Significant doubt exists, based on the Offeror’s performance record, that the Offeror can perform the proposed effort.

1. **Proximity** - 50 points
   * Provide information relative to the Offeror’s office location versus the project’s location and how members of the project team can respond to issues at the site.
   * Describe the team’s familiarity with the project area and its knowledge of the local labor and materials markets
     + **25 -50 points** for close proximity and a good description of the team’s familiarity with the project area and local labor markets.
     + **0 – 24 points** for being over 100 miles away. The description of team familiarity was adequate.

### 

1. **Amount of NM Work/Volume of Work-** 50 points

This section consists of two factors. Score the first factor and then apply any negative points from the second factor. APPENDIX G must be submitted.

Amount of NM Work: This one factor is the positive point factor of the amount of design work that will be produced by a New Mexico business within the state. This factor will garner a possible 50 points. If 100% New Mexico personnel are being used then the Offeror would be given all 50 points. Apply the percentage from there. The submission shall be a table of the work with the personnel or firm listed and their location and their percent of the project design work. For example, AE firm XX/ Las Cruces/ 80%; Civil engineer YY / El Paso/ 5%; Landscape Architect/ Deming/ 5%; MEP Engineer. Las Cruces/ 10%. Points would be 95% of 50 or 47.5 points.

Second, the volume of work *by the Offeror* that is currently being performed *for the Owner* will be measured. Points will be deducted for work with a value of work that is not 75% complete. This analysis has the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated. This work must be under contract in order to be listed.

* Volume of work produced by New Mexico firms- list the Offeror and all consultants along with their percent of work performed by NM personnel.
* Volume of work currently under contract- complete Appendix G. Indicate the percent complete of current projects underway with the Owner. The value of the project is based on the contract award minus reimbursibles. The percent complete is based on projected paid pay applications as of the due date of this proposal.

The following point deduction formula will be used for projects less than 75% complete.

Combined Total Fees Points *Deducted* (on a scale of 50 possible points)

Less than $75,000 0 points

$75,000 - $99,000 10 points

$100,000 - $149,000 20 points

$150,000 - $199,000 30 points

$200,000 - $249,000 40 points

Greater than $250,000 50 points

### Organizational References – 50 points

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror’s experience relevant to the Scope of Work in an effort to evaluate Offeror’s ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Felicia Sena at Felicia.Sena@state.nm.us by March 10, 2021 for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events,for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded according to the scoring explanation below.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

* + - **35 -50 points** for three or more references received and no scores of one or less on comments.
    - **15 –34 points** for two or less references received and may or may not have scores of one or less on comments. Or three references with one or more scores of one or less on comments.
    - **0 – 14 points** fortwo or less references received and many scores of one or less on comments.

### New Mexico Resident Business/ Resident Veterans Preference (optional)- 0, 50 or 100 points

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their current valid preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

* 1. **New Mexico Business Preference- 50 points**

A copy of the certification must accompany Offeror’s proposal**.**

* 1. **New Mexico Resident Veterans Business Preference- 100 points**

A copy of the certification must accompany Offeror’s proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference. The higher point award will be made.

1. **Oral Presentations (optional)**- 250 points

Finalist Offerors may be required to conduct an oral presentation at a venue to be determined as per Sequence of Events or as soon as possible. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (via GoToMeeting) if a physical meeting is not allowed. The Agency will provide Finalist Offerors with applicable details on the questions and place of the presentations. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee.

If interviews are held, the Evaluation Committee shall score each question. The same questions will be issued to each Finalist for evaluation purposes. Each question may lead to other questions to help clarify and better understand the firm’s capabilities, which may be considered in scoring the interview. The interviews will last one hour with 45 minutes of presentation and 15 minutes for questioning.

1. **Business Specifications- Pass/Fail**

See Section II C. numbers for more details on submission requirements.

### Letter of Transmittal Form (see Section II.C.29) (Pass /Fail- no points)

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form (APPENDIX B). The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX B, and to return a signed, unaltered form will result in Offeror’s disqualification.**

### Response to Terms and Conditions (see Section II.C.14, 15, 16) (Pass/Fail- no points)

The Offeror will indicate concurrence with the terms and conditions of the sample contract or present any alternate term/condition language. (APPENDIX C)

* + - 1. If the Offeror has no response to the Terms and Conditions, the Offeror must include a statement to that effect on their letterhead.
      2. If the Offeror has a response to Offeror’s Additional Terms/ Conditions, then the Offeror must list the alternate proposed language on a letter with the Offeror’s letterhead.

### Campaign Contribution Disclosure Form (see Section II.C.28) (Pass/Fail- no points)

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made for the positions of Governor and Lieutenant Governor or other identified official. (APPENDIX D). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

### NM Health Coverage (see Section II.C.27) (Pass/ Fail- no points)

Each Offeror shall complete and submit this form (APPENDIX E).

1. **Errors and Omissions Liability Insurance Coverage (Pass/Fail- no points)**

Minimum Requirements - Article 11 of the Agreement Between Owner and Design Professional requires a minimum of $1,000,000.00 per occurrence and in the aggregate. Please refer to the Agreement for actual requirements. With this proposal, submit a Certificate of Insurance showing current coverage equal to or greater than what is required in this RFP OR a letter from the insurance company stating the Offeror’s capability of obtaining that amount of insurance.

The Selection Committee may choose to waive the Pass/Fail requirement when there is no effect on price, quality or quantity.

## EVALUATION PROCESS

1. The appointed Evaluation Committee will convene to evaluate the proposals. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Offerors with the highest scores will be selected finalist Offerors based upon the proposals submitted. If there is a clear finalist Offeror whose proposal is most advantageous to the State, then that Offeror will be recommended for a contract. If not, then the finalists will be invited to Oral Presentations. The interview questions and invitations will be disseminated at least a week before the scheduled interview date. The previous scores will be brought into the Oral Presentation phase and the final score tallied after the interviews.

4. The finalist Offeror with the most advantageous proposal to the State will be offered the contract.

5. Negotiations of fees for the contract will commence. If the negotiations with the first finalist Offeror cannot reach an acceptable agreement, then the Agency may move on to the second finalist and enter negotiations with them.

# END OF RFP

# Appendices to followAPPENDIX A

**REQUEST FOR PROPOSAL**

**Architecture, Landscape Architecture,**

**and Engineering Services**

**NMERB 2021-08-01-EXEC**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

This Acknowledgement of Receipt Form should be signed and submitted no later than February 5, 2021. Only potential Offerors who elect to return this form will directly receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with the APPENDIX I.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Submit Acknowledgement of Receipt Form to:**

To: Felicia Sena

E-mail: Felicia.Sena@state.nm.us

Subject Line: RFP # NMERB 2021-08-01-EXEC

Architect/Engineering Services for New Mexico Educational Retirement Board New Office Building

**APPENDIX B**

***Letter of Transmittal Form***

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). Failure to respond to all FOUR (4) items WILL RESULT IN THE DISQUALIFICATION OF OFFEROR’S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!** (N/A, None, Does not apply, etc. are acceptable responses.)

**RFP#: NMERB 2021-08-01-EXEC**

1. **Identify the following information** **for the submitting organization**:

|  |  |
| --- | --- |
| **Offeror Name** |  |
| **Mailing Address** |  |
| **Telephone** |  |
| **FED ID#** |  |
| **NM CRS#** |  |

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **A**  **Contractually Obligate** | **B**  **Negotiate\*** | **C**  **Clarify/Respond to Queries\*** |
| **Name** |  |  |  |
| **Title** |  |  |  |
| **E-mail** |  |  |  |
| **Telephone** |  |  |  |

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):

\_\_\_\_ No subcontractors will be used in the performance of any resultant contract, OR

\_\_\_\_ The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Attach extra sheets, as needed)(THIS MUST BE FILLED OUT!!)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following**:

* On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
* I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
* I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_

Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

**APPENDIX C**

***Response to Terms & Conditions***

On the Offeror’s letterhead, provide either a statement of acceptance of Sample Contract Terms and Conditions or list a detailed response.

# APPENDIX D

# 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, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-181'%5d$jumplink_md=target-id=0-0-0-33795) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-182'%5d$jumplink_md=target-id=0-0-0-33797) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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 a 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 proces**s” 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 [Sections [13-1-28](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-28'%5d$jumplink_md=target-id=0-0-0-5285) through [13-1-199](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-199'%5d$jumplink_md=target-id=0-0-0-5287) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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:**

**Governor Michelle Lujan-Grisham (appoints two members of NMERB Board)**

**NMERB Board Member, Treasurer Tim Eichenberg**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title (position)

**--OR—**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title (Position)

# APPENDIX E

# NM Health Coverage Form

Offeror agrees to comply with all federal and state laws and regulations regarding the obligation of employers to provide health insurance for employees. If the Offeror has more than fifty (50) full-time-equivalent employees, the Affordable Care Act applies. If the Offeror has between two (2) and fifty (50) full-time-equivalent employees, the Offeror shall notify the employees of the availability of health insurance through beWellnm online at http://www.beWellnm.com.

# By Signing below, the Offeror agrees to be bound by the terms stated in this form.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

**APPENDIX F**

**RFP # NMERB 2021-08-01-EXEC**

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

**FOR:**

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, New Mexico Educational Retirement Board via e-mail at:

Name: Felicia Sena

Email: Felicia.Sena@state.nm.us

Forms must be submitted no later than March 10, 2021, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

**For questions or concerns regarding this form**, please contact the State of New Mexico **Procurement Manager** at Felicia Sena at Felicia.Sena@state.nm.us. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

|  |  |
| --- | --- |
| **Organization providing reference** |  |
| **Contact name and title/position** |  |
| **Contact telephone number(s)** |  |
| **Contact e-mail address** |  |
| **Project description** |  |
| **Project dates (start and end dates)** |  |
|  |  |

QUESTIONS:

1. In what capacity have you worked with this firm in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

1. How would you rate the firm's flexibility relative to changes in the project scope and timelines?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

1. What is your level of satisfaction with materials produced by the firm?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

1. How would you rate the dynamics/interaction between firm’s personnel and your staff?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

1. Who are/were the firm’s principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: Rating:

Name: Rating:

Name: Rating:

Name: Rating:

COMMENTS:

1. How satisfied are/were you with the design developed by the firm?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

1. With which aspect(s) of this firm's services are/were you most satisfied?

COMMENTS:

1. With which aspect(s) of this firm's services are/were you least satisfied?

COMMENTS:

1. Would you recommend this firm's services to your organization again?

COMMENTS:

**APPENDIX G**

# PROJECT LISTING FORM for VOLUME OF WORK Factor

**(Complete for Offeror only)**

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **PROJECT DIRECTLY AWARDED TO FIRM** | **AWARD DATE** | **CONTRACT**  **DATE** | **AMOUNT** | **%**  **COMPLETE** |
| **1.** |  |  |  |  |  |
| **2.** |  |  |  |  |  |
| **3.** |  |  |  |  |  |
| **4.** |  |  |  |  |  |
| **5.** |  |  |  |  |  |
| **T O T A L F E E S** | | | |  |  |

Notes:

1. The contract must be awarded at the time of Proposal due date. Award must be from the ‘Owner”.

2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction cost.

3. Federal funds shall be included in project calculations pursuant to 13-1-120B(6).

# NEW MEXICO AMOUNT OF DESIGN WORK FORM

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Offeror and Consultant Names** | **Town and State of Office** | **% of Design Work** |  |
| **1.** |  |  |  |  |
| **2.** |  |  |  |  |
| **3.** |  |  |  |  |
| **4.** |  |  |  |  |
| **5.** |  |  |  |  |
| **6.** |  |  |  |  |
|  | | | **100%** |  |

**APPENDIX H**

**CONSULTANT DATA SHEET**

**Date:**

**Firm Name:**

**Address:**

**City: State: Zip:**

**Contact: Email:**

**Phone: Facsimile:**

**\* \* \* \* \* \* place a “☑” BESIDE the blanks to indicate areas of expertise \* \* \* \* \* \***

**project cost range capabilities disciplines in-house consult.**

**NEW REMODEL/**

**CONSTRUCTION RENOVATE**  **Architectural Mechanical**

**Electrical**

**Civil**

50K – 100K  **Structural**

100K – 400K  **Landscape**

400K – 1M  **Acoustical**

Over 1 M **Interiors**

**Surveying**

**Const. Mgt.**

**Proj. Estimating**

**Proj. Scheduling**

**PREFERRED REGION**  **Constructability Rev.**

**Albuquerque Metro Area Value Engineering**

**Santa Fe and surrounding areas Specifications**

**Las Cruces and surrounding areas Const. Admin.**

**Farmington and surrounding areas JOC Design Services**

**Statewide Preconstruction Services**

**A/V Services**

**Materials Testing**

**JOC Estimating Services**

**Geotechnical &**

**Materials Testing**

**disciplines in-house consult.**

* **Underground utility locators.**

**Vibration Study**

* **Archeological services**

**Commissioning Agent**

**Geologist**

**Environmental Impact studies and Environmental Assessments.**

**Energy Management Consultants**

**LEED Independent 3rd Party Building Commissioning Engineers**

**experience emphasis:**

**Fine Arts IT/Data Center Design**

**Auditorium/Theatre Arena/Sports Facilities**

**Labs Med. Patient Care**

**Correctional Facilities Medical Related**

**Juvenile Facilities**  **Educational Structures**

**Office Facilities Food Service**

**Libraries Central Plant**

**Museums**  **Swimming Pools**

**Outdoor Recreation Activity Centers**

**Maintenance Surveying**

**Elder Care Facilities**

**Materials Testing**

**other service specialties:**

**Area Master Planning Facilities Programming**

**Traffic Studies Signage/Graphics**

**Historic Renovation/Preservation Roofing consultant Services**

**Infrastructure Right of Way**

**Surveying Feasibility Studies**

**Geotechnical Investigation/Reports**

**Construction Materials Testing Project Cost Estimating**

**Design & Planning Structured Parking Programming**

**Facilities Disability/Special** **Needs**

**Environmental Engineering Lighting**

**Fire Protection Solar Energy**

**Environmental Graphics & signage LEED Accredited A/E**

**Existing Building Retro-Commissioning Phase I Environmental**

**and Optimization Title Insurance/reports**

**Energy / Water Auditing Measurement & Verification of Energy Consumption savings**

**Measurement /Verification /Conservation Mold investigation**

**Water Consumption savings**

**Roof Infrared imaging to Identify Water Leaks Water and Waste Water treatment facility**

**Controls and Electronics Engineer Security Systems**

**Forensic Investigation**  **Detention Security Systems**

* **Bridge Design Highway Design**

# APPENDIX I

# DRAFT CONTRACT

**The Agreement included in this Appendix I represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.**

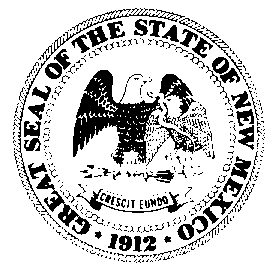
**AGREEMENT BETWEEN OWNER AND**

**DESIGN PROFESSIONAL**

2010 EDITION, VERSION 1.0, Part A of two parts

(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.)

|  |  |  |  |
| --- | --- | --- | --- |
| Project (short title): |  | Contract No.**:** |  |
| Location: |  | RFP No.: |  |



|  |
| --- |
| **Distribution to:** |
| Owner |
| Design Professional |
| DFA Contracts |
| Administrative Services |
| Other |

This Agreement entered into this \_\_\_ day of , 20     , by and between:

|  |  |
| --- | --- |
| New Mexico Educational Retirement Board  701 Camino de los Marquez  Santa Fe, New Mexico 87505  TELEPHONE: (505) 827-8030  Hereinafter "Owner"; and | **THE Architect Engineer:**  **Contact NAME**  **Company name**  **MAILING/STREET ADDRESS**  **CITY, STATE, ZIP CODE**  **TELEPHONE:**  **FAX:**  Hereinafter "Design Professional." |

OTHER: Professional and technical services shall be provided by the Design Professional, through the individual Project Design Professional, NAME, whose New Mexico Design Professional’s seal and certificate number is **NUMBER.**

.

**RECITALS**

WHEREAS, the Design Professional was selected pursuant to the Architect, Engineer, Landscape Architect, and Surveyor Selection Committee pursuant to Sections 13-1-120 through 13-1-124 NMSA 1978; and

WHEREAS, the Owner is authorized to enter into a contract to design and construct the Project pursuant to Sections 15-3B-4(10), 15-3B-6, and 15-3B-17 NMSA 1978; and

WHEREAS, the Owner must hire a registered Design Professional of New Mexico whenever any public work involves architectural services, pursuant to Section 61-15-9 (A), NMSA 1978, or engineering and surveying services, pursuant to Section 61-23-26, NMSA 1978; and

WHEREAS, the Design Professional hereby represents that it employs the named Project Design Professional, and that such Project Design Professional is a registered Design Professional of New Mexico; and

WHEREAS, the Owner agrees to hire the Design Professional, and the Design Professional agrees to provide professional and technical services as required hereinafter for the Project in accordance with the terms and conditions set forth in this Agreement.

**PROJECT**

EXTENT OF AGREEMENT AND SCOPE OF WORK.This Agreement includes the provisions of the **Request for Proposals for Design Professional Services, Architect/Engineering Services for New Mexico Educational Retirement Board New Office Building, RFP Number: NMERB 2021-08-01EXEC,** the Design Professional’s proposal, and all documents attached thereto and all of which are hereby incorporated by reference as a part of this Agreement as if fully set forth herein. In case of conflict, the documents supersede each other in accordance with the following hierarchy: codes and applicable law, the body of this Agreement, and attachments to this Agreement.

The scope of work shall include, but not be limited to the basic services prescribed in Article 2 (Part B of Agreement) and:

it includes the design and construction administration for a new 24,500 square foot facility (the “Project”) to serve as NMERB’s headquarter building in Santa Fe. NMERB has purchased a 2.999 acre site at 5211 Las Soleras Drive in Santa Fe.

The scope of work for the new office building will include but not necessarily be limited to full basic architectural/engineering services. Full Basic Services will include: Programming (further site investigation and confirmation of the Space Requirement Report), Schematic Design (preliminary alternative materials and systems recommendations), Design Development, Construction Documents, Bidding, Construction Administration, Project Closeout and 11 Month Warranty Inspection. Construction administration will include a minimum of weekly project site meetings and inspection. Project closeout services will include one design process analysis meeting to assess implementation of sustainable design and construction requirements into the project and review any lessons learned from the overall effort.

In addition, as-needed services may include, but are not limited to: Geo-technical and Topographical Studies. Furniture design will also be required.

This building 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 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 U.S. building stock. Once the building 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. This will not be a LEED project.

***(Choose one of the following, remove if not used.***

**Maximum Allowable Construction Cost (MACC) shall not exceed:**

|  |  |
| --- | --- |
| [WORDS] dollars and no cents | ($XXX) |

**or**

**The MACC shall be established in the Programming or Schematic Design phases of this project.**

NMERB reserves the right to revise the scope of work or the MACC for this project, and adjust the fee accordingly.

**End of Scope of Work**

COMPENSATION & SCHEDULE

PART A OF AGREEMENT

**ALLOWABLE FEES:**

|  |  |
| --- | --- |
| On the Basis of a Fixed Fee of XXX% of MACC (n.i.c. GRT) | $ 0.00 |
| Additional Services | 0.00 |
| Consultant Services | 0.00 |
| **Total Basic Compensation** | $ 0.00 |
| Plus all applicable gross receipts taxes @ XXXX% (Location) | 0.00 |
| **Total Reimbursable** | **$ 0.00** |
| **Total Contract Sum (Phase, if applicable)** | **$ 00.00** |

***(If not used, please remove)***

The Design Professional is authorized to proceed through the completion of the       Phase. The Fee is limited to       ($      ), until a contract amendment is executed by the Owner.

|  |  |  |
| --- | --- | --- |
| Programming 10% | $ 0.00 | |
| Schematic Phase 15% | $ 0.00 | |
| Design Development Phase 20% | $ 0.00 | |
| Construction Documents 25% | $ 0.00 | |
| Bidding or Negotiation 3% | $ 0.00 | |
| Construction Administration 22% | $ 0.00 | |
| Close-Out, Final and Acceptance 3% | $ 0.00 | |
| 11-Month post Substantial Completion Inspection and Report 2% | $ 0.00 | |
| **TOTAL Basic Compensation (100%)** | **$ 0.00** | |
| **Total Reimbursable** | | **$ 0.00** |
| **Total Contract Sum (Phase, if applicable)** | | **$ 00.00** |

***(If not used, please remove)***

The maximum amount to be paid for the duration of this Agreement shall not exceed       ($      ) including, but not limited to, total compensation, reimbursables and gross receipts taxes, as per Article 13 (Part B of Agreement).

CONDITIONS OR SERVICES

PART A OF AGREEMENT

**GENERAL CONDITIONS OF THE  
AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL  
2010 Edition, Version 1.0**

1. **PART B TO THIS AGREEMENT pages 7 through 33 are  
   FULLY AND INSEPERABLY A PART OF THIS AGREEMENT**

**OTHER CONDITIONS OR SERVICES**

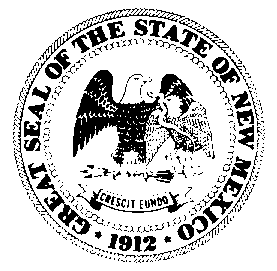
1. **Furnishings.** ***Design layout and specifications will be included.***
2. **Reimbursables.** Prior approved reimbursibles shall include printing and any NM Gross Receipts tax increases.
3. **Travel**. Normal travel expenses in connection with the project are included in basic services

**END OF OTHER CONDITIONS OR SERVICES**

PROFESSIONAL SERVICES AGREEMENT SIGNATURE PAGE  
PART A OF AGREEMENT

**REVIEWED AS TO LEGAL FORM AND SUFFICIENCY**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| General Counsel, NMERB | By: |  | | Date: |  |
| **AGREED** | | | | | |
| DESIGN PROFESSIONAL | By: |  | | Date: |  |
|  | NM Seal & Certificate Number: | | | | |
| NM Tax ID No.: Federal ID No.: | | | | |
|  |  | |  |  |
| TAXATION AND REVENUE DEPARTMENT: The records of the Department reflect that the Design Professional is registered to pay gross receipts and compensating taxes under the above New Mexico Tax ID Number. | | | | | |
|  | By: |  | | Date: |  |
|  |  |  | |  |  |
|  |  |  | |  |  |
|  |  |  | |  |  |
|  | | | | | |
| **APPROVED** | | | | | |
| OWNER: NM Educational Retirement Board (NMERB) | | | | | |
| Executive Director | By: |  | | Date: |  |
|  |  |  | |  |  |
| CFO | By: |  | | Date: |  |
|  |  |  | |  |  |
|  |  |  | |  |  |
|  |  |  | |  |  |
|  |  |  | |  |  |
|  |  | |  |  |  |
| STATE PURCHASING DIVISION | | | | | |
| Management & Contract |  |  | |  |  |
| Review Bureau | By: |  | | Date: |  |



**STATE OF NEW MEXICO**

NM EDUCATIONAL RETIREMENT BOARD

**GENERAL CONDITIONS of the AGREEMENT between the**

**OWNER and the DESIGN PROFESSIONAL**

2012 Edition, Version 1.0, Part B of the Agreement

THESE GENERAL CONDITIONS MAY BE TAILORED ONLY BY PERMISSION FROM NMERB AND BY INSERTION OF MODIFYING LANGUAGE INTO PART A OF THE AGREEMENT, OTHER CONDITIONS AND SERVICES.

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| Article 1 Definitions  Article 2 Design Professional’s Services and  Responsibilities  Article 3 Not Used  Article 4 Owner's Responsibilities Article 5 Construction Cost  Article 6 Reimbursable Expenses  Article 7 Payments to the Design Professional | Article 8 Design Professional’s Records and  Audit  Article 9 Ownership and Use of Documents  Article 10 Termination of Agreement Article Article 11 General and Special Provisions Article 12 Maintenance  Article 13 Basis of Compensation  Article 14 Declarations and Certifications |

**DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply throughout the contract and to all attachments incorporated herein, unless otherwise specified.

1.1 DESIGN PROFESSIONAL: The firm named in this Agreement which employs a registered Design Professional of New Mexico or an individual registered Design Professional of New Mexico. In the instance of a firm, the term "Design Professional" shall include the Project Design Professional.

1.2 CENTRAL PURCHASING OFFICE: The Central Purchasing Office is the NM Educational Retirement Board (NMERB), State of New Mexico.

1.3 CODES: All federal, state, and local codes applicable to the Project.

1.4 CONSULTANT: Any individual, firm, partnership, corporation or other entity that enters into an agreement with the Design Professional contracting with Owner for the purposes of fulfilling, or assisting the Design Professional in fulfilling the services required by this agreement between the Design Professional and Owner.

1.5 DIRECT SALARY: The gross wages, which do not include costs of employer beyond the amounts of the paychecks.

1.6 GOVERNING AUTHORITY: The Governing Authority for the award of construction contracts is the State Board of Finance, and the Governing Authority for the execution of construction contracts is the Director of the NM Educational Retirement Board.

1.7 MACC: Maximum Allowable Construction Cost is the total sum available for construction purposes, and may include furnishings and equipment, but excludes professional fees, Gross Receipts Tax, Owner's contingency funds and acquisition costs, and other costs which are the responsibility of the Owner as described in Article 5 and Article 6 of this Agreement.

1.8 OWNER: The NM Educational Retirement Board, State of New Mexico.

1.9 MOVEABLE EQUIPMENT. Includes furnishings not provided as part of the construction work such as chairs, tables, desks, etc. Includes equipment that is not fixed to the building structure and/or is not permanently wired or plumbed in. Moveable equipment is not designed by the Design Professional nor installed by the construction contractor(s).

1.10 PROJECT: The Project is the total administration, design, construction and post-construction of which Work performed under this Agreement and the Construction Documents may be the whole or a part and which may include design or construction by the Owner or by separate professionals or contractors. The Project is further defined in Part A of Agreement.

1.11 PROJECT DESIGN PROFESSIONAL: The individual registered Design Professional of the State of New Mexico who shall sign and affix his New Mexico Design Professional's Seal to all plans, designs, drawings, specifications, and reports that involve the Project. The Project Design Professional shall be mutually agreed upon by Owner and Design Professional at the time this Agreement is entered into by the parties and shall be named herein.

1.12 REIMBURSABLE EXPENSES: Expenses not included in basic services compensation and are actual, incidental expenditures made by the Design Professional or its employees in the interest of the Project (while performing professional services pursuant to this Agreement) and limited in accordance with Article 6, and as otherwise authorized in writing by the Owner.

1.13 SITE: The physical location on which the Project is built, including all land acquired for the Project or associated with the Project, including surface drainage, wells, transmission lines, easements, rights-of- way, roadways and existing facilities that may be directly or indirectly affected by the Project or that might affect the Project.

1.14 OWNER (or OWNER AGENCY): Not applicable

1.15 OWNER REPRESENTATIVE: Not applicable

1.16 OTHER DEFINITIONS: The remaining definitions are in Article 1, Definitions, of the Conditions of the Contract for Construction, as provided as a part of Exhibit G hereto.

**END OF ARTICLE 1**

**ARTICLE 2**

**DESIGN PROFESSIONAL’S SERVICES AND RESPONSIBILITIES**

**2.0 BASIC SERVICES:** The Design Professional shall furnish professional services with a Project described in Part A of this Agreement. The intent of this Agreement is to design completely functional and operational facilities within the identified project scope and cost limitation.

2.0.1 The Design Professional’s basic services shall consist of the following:

A. Programming Phase

B. Schematic Design Phase

C. Design Development Phase

D. Construction Documents Phase

E. Bidding or Negotiation Phase

F. Construction Phase

G. Project Closeout and 11-month Warranty Inspection Phase

The services to be provided during each phase listed herein include all consulting services required by the Design Professional to provide the professional architectural and engineering services incidental to the design and construction of the Project.

2.0.1.1 STANDARDS, POLICIES AND GUIDES: The Owner has adopted certain design standards, policies, and guides in force at the time of execution of this agreement that shall be incorporated into the Design Professional’s basic services.

2.0.1.2 MEETINGS: The Design Professional shall be in attendance at, and record minutes of, all meetings required by this agreement throughout the course of the project as set forth herein. The Design Professional shall initiate additional meetings germane to the agreement when authorized, in writing, by the Project Manager. The Design Professional shall distribute copies of meeting minutes to participants and other interested parties as directed by the Project Manager within seven (7) calendar days. The Design Professional consultants shall attend each meeting as appropriate or as requested by the Project Manager.

2.0.1.3 MONTHLY PROGRESS REPORTS: The Design Professional shall submit monthly progress reports of design/construction activities to the Project Manager. Failure to submit monthly reports may result in delay to the Design Professional’s progress payments. The report shall include:

A. Activities completed and items pending since last report

B. Projected progress

C. Comparison of schedule to actual progress

D. Decisions or information required

2.0.2 The Design Professional shall request from the Owner the following:

A. Information sufficient for the Design Professional to develop program criteria including the Owner's goals, objectives, and needs, and the organizational chart of individuals, furnishings, and equipment that shall occupy the Project.

B. To the extent practicable and reasonable, the Design Professional shall incorporate the Owner Representative's requests into the documents for construction; however, the Design Professional is responsible solely to the Owner for the types of material incorporated into the construction, the size of the facilities constructed, and to design within the MACC.

C. A list (by manufacturer and model number) of special equipment (other than 110 volt, 60HZ, requiring less than 10 amps) that requires utility services, including but not limited to telecommunication equipment such as data transmission and computer lines that shall be designated by Department of Information Technology (DoIT), Infrastructure Voice Radio (IVR) (Telephone: 505.841.4269).

2.0.3 FURNISHINGS AND EQUIPMENT: The Design Professional shall provide dimensional, color finish, power, etc., information necessary to specify any moveable furnishings and equipment not included in the project. Dimensioned furniture plans shall incorporate and coordinate the requirements for electrical, communications, and data based on use and equipment, as well as the location of HVAC control devices and access panels. The Design Professional will be compensated with Additional Services for any design and specification related to moveable furnishings, fixtures and equipment requested by Owner beyond that described above, provided that the Design Professional is not obligated to perform, furnish or incur such services as a part of Basic Services.

2.0.4 TELECOMMUNICATIONS EQUIPMENT: Telecommunications or radio equipment for state facilities generally falls under the jurisdiction of the Department of Information Technology. The Owner will instruct the Design Professional when and/or where outlets, conduits, wiring, etc., are to be included in the Project. Coordinate with Utility companies and other agencies.

2.0.5 PROJECT LEGISLATION OR AUTHORIZATION: The Design Professional shall request from the Owner copies of documents supporting the funding request that were presented to the State Legislature or other regulatory agencies that provided funds for construction of the envisioned facility. These documents will be furnished for information only. The Owner will establish a budget for utilization by the Design Professional in the performance of the services.

2.0.5.1 APPROPRIATIONS: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Owner to the Design Professional. The Owner’s determination that sufficient appropriations are not available shall be accepted by the Design Professional and shall be final. If the Owner proposes an amendment to the Agreement to unilaterally reduce funding, the Design Professional shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

2.0.6 SOFTWARE REQUIREMENTS:

A. Drawing Formats. All CAD drawings shall be supplied in PDF format as well as in DWG format and be readable by the Owner-supported CAD desktop software (Autodesk AutoCAD). Being ‘readable’ means the ability to open a file without any errors (such as proxy, font substitution, etc.) and with objects, layers, and other file properties remaining intact. AutoCAD and if possible RIVIT drawings shall be submitted utilizing National CAD standards.

B. Other Formats. File formats for word processor documents, spreadsheet documents, or slide presentations shall be those used by the Microsoft family of office software such as Word, Excel, and PowerPoint. Contact the Owner for version. Macros may be included with these documents provided they are virus free, their function is explained next to the code, and they are not write protected.

C. Graphics shall be submitted in TIF, GIF, JPG, CALS, or PDF file format (compressed image formats only). This option is intended for photos, conceptual sketches, etc., and not to indicate that raster file drawings will be accepted in place of AutoCAD DWG files.

D. Data file formats for projects that employ information contained in a database or spreadsheet shall be those used by one of the following: Oracle, Microsoft Access, Microsoft SQL, or Microsoft Excel. All linkages of non-graphical data with graphic elements, relationships between database tables, and report formats shall be maintained. All database tables shall conform to the structure and field naming guidance provided by the Owner. The Design Professional shall confirm database file format preference with the Owner prior to issuance of database file.

E. File formats for project management documents shall be either that used by Microsoft Project or hard copy. Confirm file format with the Owner. Save project files with baseline.

F. Deliverables integrating multiple file formats may be submitted as a PDF (version 4 or later) in addition to the base file structure. Examples include reports, photographs, and manuals created by using a variety of software packages and file formats. Confirm deliverable format preference with the Owner.

G. Building Information Modeling (BIM). Projects and project teams are encouraged to utilize 3D object model and other building information model technology and software applications (including during project stages of planning, design, construction, and handover to space management and facility operations and maintenance). Outputs from these applications are acceptable as deliverables to the Owner, provided that 2D output is also submitted that fully complies with all provisions herein.

2.0.7 CONSULTANTS: The Design Professional shall employ, or engage, and be contractually responsible for, consultants necessary for the performance of the services herein described and required to complete the Project scope. The Design Professional shall complete and submit Exhibit C listing consultants to be used on the Project. The Design Professional shall not engage any consultant to which the Owner has reasonable objection.

2.0.8 KEY PERSONNEL AND CONSULTANTS. The Design Professional’s key personnel and consultants designated for this Project shall remain assigned for the duration of the Project. Any substitutions of the Design Professional’s key personnel and consultants require written notification to the Owner and prior written consent of the Owner. Owner may require substitution of any personnel or consultants provided that Owner has first notified the Design Professional in writing and allowed a reasonable period for adjustments and/or corrections.

2.0.9 GEOTECHNICAL ENGINEERING: The Design Professional shall, during the Schematic Design Phase, submit to the Owner a statement of necessary geotechnical or soils engineering services that will be required. If the Design Professional does not believe the services of a Geotechnical Engineer are required for the project, a written notice of such shall be provided to the Owner stating same. Geotechnical engineering and any necessary surveys shall be Owner-provided, as Additional Service or a reimbursable expense.

2.0.10 CIVIL ENGINEERING: The Design Professional shall, during the Schematic Design Phase, submit to the Owner a statement of need and extent of civil engineering required for the project to protect new and existing structures on or around the site from adverse conditions. Extensive civil engineering, or civil engineering work outside of the immediate site proposed for the project, shall be an Additional Service or a reimbursable expense.

2.0.11 STANDARD OF CARE: The Design Professional represents that its officers, agents, employees and consulting professionals shall possess the experience, knowledge, and character necessary to qualify them individually for the services to be performed by them under this Agreement. All services shall be performed in accordance with the standards of their respective profession. Such affirmation by consultants, sub consultants, joint ventures, and agents shall not be construed as a diminution of the Design Professional’s liability and responsibilities to the Owner.

2.0.12 APPLICATION OF PROFESSIONAL SEALS: Final technical reports and all bidding documents shall contain a legible seal, signature, date and license expiration date of the design professional responsible for the document or under whose supervision the document was prepared. For project manuals and technical reports the seal shall be provided by the design professional responsible for the overall coordination of the project. If more than one design professional has responsibility for portions of the work, additional seals may be provided on the cover, or on a separate signature sheet immediately following the table of contents.

2.0.13 REVIEW PROCESS: Submit documents for review as required by the Agreement. The Design Professional shall provide five (5) sets of review documents for Owner for each review. Following the reviews, the Design Professional shall respond to the Project Manager in writing to all review comments and questions within fourteen (14) calendar days.

**2.1 PROGRAMMING PHASE**

2.1.1 The program shall establish goals, collect facts, identify concepts, analyze site, and determine functional needs necessary to complete the Project within the legislative mandate. Based on the data provided by the Owner Representative and pursuant to adequate consultation with the Owner Representative, the Design Professional shall prepare a document that adequately defines the scope of the Project. This document shall reflect the limits of the MACC and provide an estimated duration of Project construction schedule.

2.1.2 The Design Professional shall include in the program document the results of site investigation and the field verification of any information provided by the Owner and/or the Owner Representative.

2.1.3 The Owner and the Owner Representative shall work with the Design Professional to ensure that the information required by the Owner is made available to the Design Professional. This information and other requests concerning organization of functions shall be provided in the form of written memoranda.

2.1.4 The Owner shall schedule a meeting between the Design Professional and the Owner Representative to define the relationship among all parties. The Design Professional shall advise the Owner, in writing, of any information he requires which has not been provided by the Owner and/or the Owner Representative, or any conflicts between the established program requirements, the MACC, and the legislation authorizing the Project.

2.1.5 The Design Professional shall obtain the approval of the Owner, in writing, of the Program Phase before commencing work on the Schematic Design Phase. The Design Professional shall provide written confirmation, to be transmitted with the Program Document to the Owner, that the Design Professional has visited the site, familiarized himself with the local conditions under which the work is to be performed, correlated his observations with current code requirements and life safety needs, and has a clear understanding of existing conditions for the Project.

**2.2 SCHEMATIC DESIGN PHASE**

2.2.1 From the approved program, the Design Professional shall produce studies consisting of drawings and other documents necessary to illustrate the general planning concepts, probable architectural, engineering, and building systems, types of materials envisioned and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the programmed areas. The number of iterations of such studies produced shall be sufficient to accomplish and demonstrate a design concept for the Project satisfactory to the Owner. The Design Professional shall incorporate in the Schematic Design drawings and documents the provisions of any applicable Green Building Standards which are incorporated herein by reference. The current State- adopted Building Code and current ASHRAE 90.1 are incorporated into this Agreement by reference. Where applicable, the provisions of these documents shall apply. The Design Professional shall brief, and obtain the written approval of, the Owner of the Schematic Design drawings and documents. This review and approval shall include the life cycle costs if required by Subparagraph 12.1.4. The Design Professional shall obtain the written approval of the Owner of one of the proposed design schemes, as modified by any comment during review, before commencing work on the Design Development Phase.

2.2.2 The Design Professional will not need to provide a feasibility report as part of this phase on the use of energy sources other than fossil fuels for the heating and air conditioning of the proposed building (Section 15-3-12, NMSA 1978).

2.2.3 The Design Professional shall request site survey data in accordance with Subparagraph 4.

2.2.4 The responsibility for bringing the Project within the MACC and compliance with construction directives remains with the Design Professional, as elaborated in Article 5 herein. Should the Design Professional at any time conclude that the budget and the scope of the work to be accomplished are incompatible; the Owner shall be notified immediately in writing, with proposed recommendations to reconcile the incompatibility.

**2.3 DESIGN DEVELOPMENT PHASE**

2.3.1 From the approved Schematic Design drawings and documents, the Design Professional shall prepare the Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to civil, structural, mechanical, plumbing, and electrical systems materials and such other design essentials as may be appropriate. Additionally, these documents shall identify design features, program modifications, the probable Project Schedule, equipment installed in the Project or furnishings required, and a statement that identifies the need for any additional data, surveys, or tests. The Design Professional shall provide sufficient, alternative design solutions on major design features to allow the Owner to ascertain that the recommended design achieves a practical programmatic and economic solution, within the limitations of the authorized program, schedule, and budget. Include staffing and occupancy considerations provided by Owner. The Design Professional shall acquire the approval, in writing, of the Owner of all documents associated with the Design Development Phase before commencing work on the Construction Documents Phase.

2.3.2 The Design Professional shall submit to the Owner for review and written approval a refined statement of Probable Construction Cost at the completion of the Design Development Phase. Should the Design Professional conclude, at any time, that the budget and the scope of the work to be accomplished are incompatible; the Owner shall be notified immediately in writing, with proposed recommendations to reconcile the incompatibility.

2.3.3 Should the Owner initiate or require a material change from the approved Design Development Documents and there is no fault or responsibility of the Design Professional related to the Owner’s initiation or requirement of the change, the Design Professional’s effort implementing said change(s) shall be compensated as an Additional Service and the schedule for delivery of Design Professional’s services shall be equitably adjusted if/as appropriate.

**2.4 CONSTRUCTION DOCUMENTS PHASE**

2.4.1 From the approved Design Development Documents, the Design Professional shall prepare the Construction Documents based upon information contained in the Design Development Drawings and other documents previously approved by the Owner. These Construction Documents shall provide the detailed requirements for the successful construction of the entire Project.

2.4.2 Construction Documents shall include written and graphic elements indicating contracting requirements, specifications and contract drawings. If Contractor(s) is to provide professional design services, layouts of equipment or certifications related to systems, materials or equipment that are not included in these Construction Documents, the Design Professional shall clearly define and identify such services and specify all performance and design criteria that such services must satisfy within the Construction Documents. The Owner or the Contractor shall not be responsible for the adequacy of the performance or design criteria specified by the Design Professional and required by the Construction Documents.

2.4.3 In preparing the Construction Documents, the Design Professional shall, in consultation with the Owner, prepare the necessary bidding or proposal information, bidding or proposal forms, and the project manual, which shall include the Conditions of the Contract for Construction (general, supplementary, and other conditions of the contract), and the Standard Form of Agreement between Owner and Contractor. The Design Professional shall incorporate in the Invitation to Bid or Request for Proposal documents the provision of Information Available to Bidders as provided as a part of Exhibit G and incorporated herein by reference.

2.4.3.1 The Invitation to Bid shall be prepared by the Design Professional or as directed by Owner, and shall include the bid date, location and time, which shall be prepared by the Owner and Design Professional and submitted to the State Purchasing Division of the General Services Department during the Bidding Phase by the Owner. The Design Professional shall assist the Owner in filing the required documents for the approval of any governmental or other authorities having jurisdiction over the Project assigned.

2.4.3.2 The Request for Proposals (RFP) for Construction shall be prepared by the Design Professional or as directed by the Owner, and shall include the RFP date, location and time, which shall be prepared by the Owner and Design Professional and submitted to the Director, NM Educational Retirement Board, the Construction Documents Phase by the Owner. The Design Professional shall assist the Owner in filing the required documents for the approval of any governmental or other authorities having jurisdiction over the Project assigned.

2.4.3.3 Construction Drawings: In addition to the electronic CAD files, PDF files and related electronic documents, the Design Professional shall provide one full drawing set to the Owner Representative and one full drawing set to the Owner. Hand-drawn drawings, when approved in advance by the Owner, shall be prepared on non-glossy polyester film 3-mil thickness minimum. Standard Sheet sizes may be Architectural sizes 24" x 36" or 30" x 42".

2.4.3.4 Electronic Data: The Owner requires that final Construction Documents and Specifications are prepared using computer technology in the formats prescribed in Subparagraph 2.0.6.

2.4.3.5 Only materials and systems available at the time of this Agreement or reasonably believed to become available prior to the expiration of the Construction Contract shall be specified in the Contract Documents. The Bidding or RFP Documents shall include a list of those items (or categories of items) for which shop drawings or submittals are required.

2.4.4 The Design Professional shall furnish Bidding or RFP Documents to the Owner bearing the approval of the following:

A. Construction Industries Division, Regulation and Licensing Department;

B. If applicable, Occupational Health and Safety Bureau,

Environmental Protection Division, Environment Department;

C. If applicable, the Health Facility Licensing and Certification Bureau, Health Improvement Division, Department of Health;

D. If applicable, the New Mexico Environment Department and;

E. Department of Information Technology (DoIT), Infrastructure Voice Radio (IVR)

2.4.5 The Design Professional shall provide a signature-approval block on the front sheet of the drawings and specifications for:

A. Owner Agency,

B. NM Educational Retirement Board Project Manager and Director,

C. Utility companies (as appropriate),

D. Design Professional Certification: Project meets as a minimum – current ASHRAE 90.1, requirements, and

E. Department of Information Technology, IVR (as appropriate) The Design Professional shall obtain review and signatures of all.

2.4.6 Project Wage Rate Determination: The Design Professional or Project Manager shall request from the State of New Mexico Labor and Industrial Division a minimum wage rate determination for the Project pursuant to Section 13-4-11, NMSA 1978. The Design Professional shall provide the Division a description of the Project, an estimate of construction cost, an approximate bid or proposal opening date, and any other pertinent information required by the Labor and Industrial Division. The Design Professional shall include the wage rate determination in the Bidding or RFP Documents.

2.4.7 Upon completion of the Construction Documents, the Design Professional shall brief the Owner and Owner Representative on the Bidding or RFP Documents, specifically addressing previous Owner concerns and requirements. At this briefing, the Design Professional shall furnish to the Owner a final and detailed statement of probable construction cost, including an updated Project schedule. The Design Professional shall pay any fees incurred in the preparation of the detailed cost estimate provided by the Design Professional.

2.4.8 The responsibility for bringing the Project within the Maximum Allowable Construction Cost (MACC) and compliance with construction directives remains with the Design Professional, as elaborated in Article 5. Should the Design Professional at any time conclude that the budget and the scope of the work to be accomplished are incompatible; the Owner shall be notified immediately in writing, with proposed recommendations to reconcile same.

2.4.9 The Design Professional shall return all original documents and drawings provided under Sub paragraph 4.3 to the Owner upon the Owner's request, but in no case later than when the Construction Documents Phase has been completed. Payment for the Construction Documents Phase will not be made to the Design Professional until the Owner has received said documents and drawings.

2.4.10 The Design Professional shall acquire the approval, in writing, of the Owner of all documents, and any and all bid alternates, associated with the Construction Documents Phase before commencing work on the Bidding Phase.

**2.5 BIDDING PHASE**

2.5.1 The Design Professional, following the Owner's written approval of the Bidding or RFP Documents, shall assist the Owner in obtaining bids or proposals and in awarding and preparing contracts for construction. The finalized Invitation to Bid or the Request for Proposal for Construction shall be prepared by the Owner and forwarded to the Design Professional for bidding purposes. For Invitations to Bid, the Owner shall issue a purchase requisition authorizing the State Purchasing Division to advertise for the Project.

2.5.2 The Design Professional shall provide sets of Bidding or RFP Documents as required to the Owner, sets as required by the reviewing agencies, and sets as appropriate to all prime Bidders or Offerors requesting documents for bidding or proposal purposes. Prime Bidders or Offerors shall be defined as General Contractors, who will be allowed no more than three sets; major subcontractors as listed in the form; or other major suppliers.

2.5.2.1 The Design Professional shall provide an additional number of documents to be placed in plan rooms as well as in the Design Professional's office for review by prospective Bidders or Offerors.

2.5.2.2 The Design Professional shall also make sets available to other prospective parties as requested. The

Design Professional may charge the cost of reproduction to the party requesting the documents.

2.5.3 The Design Professional shall clarify and answer any questions about the Bidding or Proposal Documents during the bidding or proposal process and shall issue Addenda as required to all Bidders or Offerors, the State Purchasing Office, the NM Educational Retirement Board, as applicable, the Owner.

2.5.3.1 All addenda, including all revised drawings and sections, must be approved by the Owner prior to distribution. The Design Professional shall allow sufficient time for Owner review and acceptance of each addendum.

2.5.4 The Design Professional shall provide assistance to the Owner to identify the apparent successful bidder(s) or proposal(s) and shall provide written recommendation to accept or reject the bids and/or related proposals.

2.5.5 The Design Professional shall not discuss with bidders, offerors, news media, etc., any presumption of award until the award is decided by the Owner.

**2.6 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

2.6.1 The Construction Phase will commence with the award of the Contract for Construction and continues until the eleven-month inspection and report is submitted by the Design Professional and approved by the Owner.

2.6.2 The Design Professional shall provide administration of the construction contract as required and defined in the Conditions of the Contract for Construction. The extent of the Design Professional's duties and responsibilities and the limitations of his authority there under shall not be modified without the Owner's written consent.

2.6.3 The Design Professional shall be the representative of the Owner during the Construction Phase and shall advise and consult the Owner. Instructions to the Contractor shall be forwarded only through the Design Professional. The Design Professional shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents and any amendments thereto.

2.6.4 The Design Professional shall at all times have access to the Work, whether it is in preparation or progress.

2.6.5 The Design Professional shall submit to the Owner, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contractor. The Design Professional shall make periodic visits to the site at such other times as appropriate during the progress of the Work for the purposes of notifying the Owner on the progress and condition of the Work and adequately represent the Owner. Additionally, the Design Professional shall familiarize himself with the progress and quality of the Work and determine if the Work is proceeding substantially in accordance with the Contract Documents. On the basis of on-site observations, the Design Professional shall endeavor to guard the Owner against defects and deficiencies in the construction. Should the Design Professional determine that any portion of the Work varies from the requirements of the Contract Documents, he shall immediately notify the Contractor and the Owner of the nature of the work required to correct such non-compliance.

2.6.6 The Design Professional shall provide a minimum of weekly on-site observations during the construction phase in an attempt to guard the Owner against defects and deficiencies in the construction, in addition to critical inspections and other reviews and evaluations required by the progress of the Work. The results of all on-site observations shall be documented in field reports submitted to the Owner within seven (7) days of each such site visit.

2.6.7 The Design Professional shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

2.6.8 The Design Professional shall determine, certify, and make recommendations to the Owner for payment of the amounts owing to the Contractor subject to the Owner's approval, based on observations at the site and on evaluations of the Contractor's Applications for Payment. The Design Professional shall issue Certificates for Payment in such approved amounts as provided in the Contract Documents.

2.6.9 The issuance of a Certificate and recommendation for payment shall constitute representation by the Design Professional to the Owner, based on the Design Professional's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is substantially in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Design Professional has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Contract Sum.

2.6.10 The Design Professional shall render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions within a reasonable time on all claims, disputes, and other matters in questions between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

2.6.11 Interpretations and decisions of the Design Professional shall be consistent with the requirements and intent of the Contract Documents and shall be in written or graphic form.

2.6.12 The Design Professional's decisions in matters relating to artistic effect shall be final if consistent with the requirements of the Contract Documents.

2.6.13 The Design Professional shall have authority to reject work that does not conform to the Contract Documents. Where rejected Work is not promptly corrected, the Design Professional shall recommend to the Owner that the Work shall stop. Whenever, in the Design Professional's professional opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Design Professional will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed, or completed.

2.6.14 The Design Professional shall review the Contractor's submittals, such as shop drawings, product data, and samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents; and, for each submittal, the Design Professional shall designate in writing that the Design Professional

A. Takes no exception to this submittal,

B. Rejects the submittal,

C. Requires corrections as noted by the Design Professional,

D. Requires revisions and resubmitted to the Design Professional,

E. Requires the Contractor to submit the specified item, or

F. Approves as corrected.

Such action shall be taken with reasonable promptness so as to cause no delay. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.15 Necessary professional services or construction required to repair or overcome problems caused by the Design Professional’s errors, omissions, inadequacies, or changes not authorized by the Owner in the preparation of the documents or design shall be the responsibility of the Design Professional or its consultants, without additional cost to the Owner.

2.6.16 All Change Orders, defined in the Conditions of the Contract for Construction, shall be prepared by the Design Professional. Such Change Orders shall not become effective or binding on the Owner or Contractor until signed by the Owner and others whose signatures are required therein. Attached in Exhibit G and incorporated into this Agreement by reference is a copy of the Change Order form. Using this form, the Change Order shall be initiated by the party requesting a change. Approval in writing by the Owner of a completed Change Order modifies this Contract for construction to the extent indicated. No Work that could reasonably be expected to alter the contract price or materially alter the Project shall be undertaken until the Owner has approved a completed Change Order that outlines the desired change. Any deviation from the above described Change Order process shall be considered a material breach of this Contract. The Owner reserves the right to seek remedy from the Design Professional for Change Orders made necessary due to the Design Professional's errors and omissions.

2.6.17 Upon prior notice to the Owner, the Design Professional shall make observations to determine the Dates of Substantial Completion and Final Completion. The Design Professional shall obtain and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Design Professional shall then issue a final Certificate for Payment.

2.6.18 The extent of the duties, responsibilities, and limitations of authority of the Design Professional as the Owner's representative during construction shall not be modified or extended without written consent of the Owner and the Design Professional.

2.6.19 Should the Design Professional, his staff, or his consultants direct the Contractor or his Subcontractors to undertake work for which additional compensation could reasonably be expected, and if such work is not

A. An emergency endangering life and property,

B. Required by the Contract Documents, or

C. Required by approved Change Orders (signed by the Design Professional, the

Owner, and the Contractor), payment for such work, if accomplished without written authorization, shall not be borne by the Owner and shall constitute adequate grounds for dismissal or other action against the Design Professional.

2.6.20 As part of the Design Professional's Basic Services, the Design Professional shall modify the original reproducible drawings and the Project Manual, delineating recorded built conditions of the Project or record documents compiled from the records of the Contractor and the Design Professional, showing all changes in the Work. This set of Documents shall also include record documents showing actual location of all Work.

2.6.21 Record Drawings: Record drawings and documents are to be delivered to the Owner within 30 days following Substantial Competition of the project by the Design Professional. Record Drawings shall be produced by the Design Professional and shall consist of a set of reproducible drawings sheets, based on a Mylar format, specifications on 8 ½ X 11 in. paper and shall provide all the As-built conditions documented by the Contractor for the project. The Design Professional shall also provide to the Owner a set of PDF drawing files and CAD drawing files formatted on CD-ROM with file format to follow the standard utilized by the Owner at the time of this agreement. The CD-ROM files shall duplicate the conditions documented on the Mylar Record Drawings. Further, the Design Professional shall deliver three (3) sets of the operations and maintenance manuals, hard copy and electronic, training videos, written warrantees and related documents.

**2.7 PROJECT CLOSEOUT AND 11 MONTH WARRANTY INSPECTION PHASE**

2.7.1 **General.** The Design Professional shall submit to the Owner his recommendation regarding the completion of all contracts. The Design Professional shall obtain from the contractor all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledge receipt of the contractor’s record drawings. The Design Professional shall obtain and deliver to the Project Manager a signed receipt for all materials turned over.

2.7.2 The Design Professional shall attend one design process analysis meeting to assess implementation of any sustainable design and construction requirements into the project and review any lessons learned from the overall effort.

2.7.3 **Eleven Month Inspection and Report.** The Design Professional shall, eleven months after substantial completion of the project, schedule a meeting with the Owner, Owner Representative, and Design Professional’s consultants to evaluate the building and its operations, inspect architectural systems, and endeavor to discover defects in materials, equipment, and workmanship. The Design Professional shall provide a written report of this activity to the Owner within seven (7) calendar days. The Owner, through the Design Professional, shall notify affected contractor of any corrective action noted in the report.

2.8 **PROJECT REPRESENTATION BEYOND BASIC SERVICES**

2.8.1 Design Professional's Project Representative: If the Owner and the Design Professional agree that more extensive representation for observation of the Site than that described in Subparagraph 2.6.6 shall be provided, the Design Professional shall, upon written authorization of the Owner, provide one or more Project Representatives to assist the Design Professional in carrying out such responsibilities at the site.

2.8.2 Subject to the Owner's approval, a Design Professional's Project Representative shall be selected, employed, and directed by the Design Professional. The Design Professional shall be compensated therefore as mutually agreed between the Owner and the Design Professional as set forth in an approved amendment to this Agreement, which shall, in addition, describe the duties, responsibilities, and limitations of authority of such Project Representative(s).

2.8.3 Through the observations of such Project Representative(s), the Design Professional shall provide further protection for the Owner against defects and deficiencies in the Work to determine that the Work is carried out in conformance with the plans and specifications; but the furnishing of such project representation shall not diminish the rights, responsibilities, or obligations of the Design Professional as described in this Agreement.

2.8.4 The Owner reserves the right to designate an Owner Representative in lieu of a Design Professional's Project Representative to provide additional site representation for the Owner beyond that provided by the Design Professional. If the Owner elects to provide an Owner Representative in lieu of a Project Representative, this subsection shall not diminish the rights, responsibilities, or obligations of the Design Professional established in this Agreement. The Owner Representative's duties and limits of authority shall be established so as not to conflict with those of the Design Professional. The Design Professional shall cooperate with the Owner Representative in the performance of his duties.

2.8.5 The Owner reserves the right to employ an independent cost consultant to provide value and cost architectural or engineering services on the Project. If a cost consultant is retained, an amendment to this Agreement will be required identifying the duties and limits of authority of the cost consultant. The Design Professional shall cooperate with the cost consultant in the performance of the cost consultant's duties.

**2.9 ADDITIONAL SERVICES**

Additional Services of the Design Professional are services that are in addition to but not included in basic services, provided that the Design Professional is not obligated to perform, furnish or incur such services as a part of the Design Professional’s basic services. These services may be identified as part of the Design Professional’s fee proposal and included with the lump sum fee as such. These services shall be provided when authorized in advance in writing by the Owner, and they shall be paid for by the Owner as provided in Subparagraph 13.3. Attached as Exhibit E and incorporated into this Agreement by reference is a copy of the Design Professional Additional Services Proposal/Amendment form. Additional Services may include but are not limited to the following:

2.9.1 Providing financial feasibility or other special studies.

2.9.2 Providing planning surveys, site evaluations, environmental impact studies, or comparative studies of prospective sites other than those services required under Basic Services to provide a complete and operable facility.

2.9.3 Providing services related to future facilities, systems, and equipment that are not intended to be constructed during the Construction Phase.

2.9.4 Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control or not the responsibility of the Design Professional. This does not apply to revisions necessary for final approval of Programming, Schematic Design Studies and Statement of Project scope, and Design Development Documents, or to revisions necessary to bring the Project within the designated MACC. The Design Professional shall receive written authorization from the Owner before commencing work on any change or alteration to the Contract Documents.

2.9.5 Preparing drawings, specifications, and supporting data and providing other services in connection with Change Orders, provided that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not for work which should have been provided pursuant to Basic Services and provided that such Change Orders are required because of causes not related to the actions or responsibilities of the Design Professional.

2.9.6 Conducting investigations, surveys, valuations, inventories, or detailed appraisals of existing facilities when such work is not covered by this Agreement.

2.9.7 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such Work.

2.9.8 Providing tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

2.9.9 Providing all required work for design, selection, and preparation of contract documents, and bidding for the procurement of furniture, fixtures, and related equipment. 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.

**2.10 TIME**

2.10.1 The Design Professional shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Design Professional shall submit, for the Owner's approval and as a part of this Contract, a schedule for the performance of the Design Professional's services and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause not within the control of the Design Professional, be exceeded by the Design Professional (see Exhibit A, Time Schedule for Project Phases). Failure of the Design Professional to perform within this schedule except through authorized extensions thereto shall constitute a basis for termination and/or withholding of payment until schedule compliance is achieved by the Design Professional.

2.10.2 Time of Essence: All time limits stated in this Agreement are of the essence in the performance of this Agreement.

2.10.3 Term: This Agreement shall terminate **48** months from the date of the last signature unless terminated sooner pursuant to Article 10 herein. If, near the termination date, it is determined that the requisite time for project completion and a subsequent warranty period must extend beyond the 48 months, then the extension shall be accomplished by amendment to the Agreement. The maximum number of months for the Agreement is 96 months total.

**END OF ARTICLE 2**

**ARTICLE 3**

**THE OWNER REPRESENTATIVE**

**Not Applicable**

**END OF ARTICLE 3**

**ARTICLE 4**

**OWNER'S RESPONSIBILITIES**

4.1 The Owner may designate, in writing, a representative authorized to act in his behalf, however, authority for final approval of the Project Phase Documents, the Contract Documents, or any Change Order is retained by the Owner. The Owner shall examine documents submitted by the Design Professional and shall render decisions promptly to avoid unreasonable delay in the progress of the Design Professional's services.

4.1.1 The Owner may designate a Project Manager for the project who shall be the Owner’s primary representative in the administration of this Agreement. The Design Professional will report to the Owner’s Project Manager. The Project Manager shall be the liaison between the Design Professional and the Owner Agency. All correspondence between the Design Professional and the Owner Agency shall be communicated to the Project Manager.

4.2 The Owner shall ensure review by, and obtain the concurrence of the Owner Representative, in writing, of each project phase and shall notify the Design Professional of the accord.

4.3 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and complete data pertaining to existing buildings, other improvements, and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

4.3.1 When documents and drawings provided under Subparagraph 4.3 are furnished to the Design

Professional, payment for the Construction Documents Phase will not be made to the Design Professional until the Owner has received all said documents and drawings.

4.3.2 The Owner reserves the right not to provide certain project-related documents or drawings to the

Design Professional at the Owner's discretion.

4.4 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Design Professional.

4.5 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Design Professional's services and of the Work.

**END OF ARTICLE 4**

**ARTICLE 5**

**CONSTRUCTION COST**

**5.1 RESPONSIBILITY FOR CONSTRUCTION COST**

5.1.1 When the detailed statement of probable construction cost required by Subparagraph 2.4.7 or an evaluation prepared by the Design Professional indicates that the Project exceeds the MACC, the provisions outlined in Subparagraphs 5.1 through 5.6 shall apply.

5.2 Evaluations of the Owner's Project budget, statements of probable construction cost, and detailed estimates of construction cost prepared by the Design Professional represent the Design Professional's best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Design Professional does not have control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established, or approved by the Owner, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Design Professional.

5.3 The MACC may be adjusted by the Owner at the completion of the Programming Phase, and the design fees modified. The MACC, at the start of the Schematic Design Phase, may only be adjusted based upon modifications to the Scope of Work approved in advance by the Owner. The Design Professional shall notify the Owner in writing at any time the estimated cost of construction is expected to exceed the MACC. The Design Professional’s written notification shall include a detailed explanation and shall provide suggestions for reducing the estimated cost so that it does not exceed the MACC. The Owner agrees to cooperate with the Design Professional and permit reasonable and necessary revisions or reductions to the scope of the Project. The Design Professional agrees to revise the drawings and specifications as necessary at no additional expense to the Owner, if so requested by the Owner, in order to bring the estimated cost within the MACC.

5.4 The MACC is established, as a condition of this Agreement, as a fixed limit of Construction Cost for design and bidding purposes. The Design Professional shall be permitted to determine what materials, equipment, component systems, and types of construction are to be included in the Bidding or Proposal Documents to bring Construction Cost within the MACC. With the written consent of the Owner, the Design Professional may also include in the Bidding or Proposal Documents either additive or deductive alternate bids or proposals to adjust the Construction Cost to the fixed limit.

5.5 If bidding or negotiations with potential contractors have not commenced within two months after the Design Professional submits Bidding or Proposal Documents to the Owner, the Project budget and/or MACC shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Bidding or Proposal Documents to the Owner and the date on which proposals are sought.

5.6 The MACC, therefore, is established as a condition of this Agreement. When it is exceeded by the lowest bona fide bid, the Owner may;

A. Give written approval of an increase in the MACC; or

B. Authorize re-bidding the Project within a reasonable time, and

C. Cooperate with the Design Professional in revising the Project scope and, as required, to reduce the Probable Construction Cost; and

If the Owner elects to reduce the Probable Construction Cost, the Owner shall cooperate with the Design Professional in revising the quality and scope of the Project; and the Design Professional, without additional charge for services or re-printing of the Drawings and Specifications, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the MACC. The Design Professional shall then assist the Owner through the Bidding process (see Subparagraph 2.5).

**END OF ARTICLE 5**

**ARTICLE 6**

**REIMBURSABLE EXPENSES**

6.1 Reimbursable expenses are those in addition to basic services compensation and are the actual, incidental expenditures made by the Design Professional or his employees in the interest of the Project. **The Design Professional shall incur no expenses for which the Design Professional is entitled reimbursement until the Owner gives written approval.** Reimbursable expenses shall include but not be limited to the following:

6.1.1 Expenses of transportation when traveling in connection with the Project when specifically set out in Other Conditions or Services (Part A of Agreement). Such expenses are limited to per diem and mileage rates as set forth in the Per Diem and Mileage Act, Section 10-8-1 to 10-8-8, NMSA 1978, and DFA Rule 95-1 as amended, except that the Owner shall authorize such travel in advance.

6.1.2 Expense of fees paid for securing approvals of authorities having jurisdiction over the Project.

6.2 The Design Professional shall charge Bidders or Offerors a deposit fee equal to the full cost of reproduction of drawings, specifications, and other documents required by the Owner to solicit bids or proposals and execute the Construction Contract. This fee shall be completely refunded if the documents are returned in usable condition within the time limits specified in the Invitation to Bid or Request for Proposals. All forfeited fees shall be returned to the Owner.

6.3 Construction documents and specifications will be printed under the terms of a contract between the State Purchasing Division and the current Vendor on contract. **All reproduction required must be approved in writing by the Owner prior to request**. This expense shall be paid by the Owner for the initial Bidding and by the Design Professional for subsequent Biddings (see Subparagraph 5.6). All other reproductions as may be required for the Owner's review or for the office use of the Design Professional and the Design Professional's consultants shall be provided as part of the Design Professional's Basic Compensation.

6.4 Applicable gross receipts taxes (GRT) on reimbursable expenses or Additional Services received by the Design Professional under the provisions of this Contract shall be paid by the Design Professional. The Design Professional shall use and require the use of Tax Exempt Certificates by Consultants and Suppliers whenever allowed by law. In any event, the Design Professional shall not include taxes paid as a part of the base dollar amount upon which taxes are calculated.

**END OF ARTICLE 6**

**ARTICLE 7**

**PAYMENTS TO THE DESIGN PROFESSIONAL**

**7.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

7.1.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each phase of services as set forth in Part A of this Agreement.

7.1.2 When portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, based on the:

A. The lowest bona fide bid or negotiated proposal, or

B. If no such bid or proposal is received, the most recent Statement of Probable Construction

Cost or detailed estimate of Construction Cost for such portions of the Project.

**7.2 PAYMENT FOR SERVICES AND COSTS**

7.2.1 The Design Professional shall submit monthly, a fully completed request for payment for all services and costs on the form provided as Exhibit F to this Agreement.

7.2.1.2 The Owner reserves the right to require the Design Professional to submit electronic pay requests.

7.2.2 The Design Professional shall submit, with his billings at the completion of the Project, certification that payment has been made to all consultants, suppliers, and others for materials and services required by this Agreement.

**7.3 PAYMENTS WITHHELD**

7.3.1 No deductions or withholdings shall be made from the Design Professional's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the Design Professional may be legally liable in accordance with this Agreement.

7.3.2 In the event the Owner receives Notice from any person, Consultant, Sub consultant, or other third party, that the Design Professional has failed to pay such person(s) for Work performed in accordance with Agreements, the Design Professional shall, at the request of the Owner, and in no more than ten (10) calendar days, provide all documentation the Owner believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event the Owner determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, the Owner may authorize direct payment of any unpaid bills, withholding from the Design Professional’s unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the Design Professional. In no event shall these provisions be construed to impose any obligations upon the state to the Design Professional.

**7.4 PROJECT SUSPENSION OR TERMINATION - OTHER PARTIES**

7.4.1 In the event of termination or suspension of the Project due to the fault of parties other than the Design Professional, the Design Professional shall be compensated for services performed to termination date pursuant to Article 10.

**END OF ARTICLE 7**

**ARTICLE 8**

**DESIGN PROFESSIONAL'S RECORDS AND AUDIT**

8.1 Records of expenses by the Design Professional and his consultants pertaining to all services under this Agreement shall be kept on the basis of generally accepted accounting principles and shall be available at mutually convenient times to the Owner or the Owner's authorized representative. The Owner shall have the right to audit all such records and billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive or illegal payments.

8.2 Records of expenses shall be kept by the Design Professional and his consultants and shall be available to the Owner until all applicable Statutes of Limitations have run, and this provision shall survive and continue beyond the termination of other terms of this Agreement.

8.3 These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor and shall be maintained for inspection for a period of three (3) years. Billings may be audited both before and after payment; and payment by the Owner under this Agreement shall not foreclose the right of the state to recover excessive or illegal payments.

**END OF ARTICLE 8**

**ARTICLE 9**

**OWNERSHIP AND USE OF DOCUMENTS**

9.1 Original construction document drawings, designs, specifications, notes, project manuals, and/or related documents and other work developed in the performance of this Agreement by the Design Professional shall become the sole property of the Owner whether the Project for which they are made is constructed or not, pursuant to Section 13-1-123, NMSA 1978. The Owner shall keep these documents on file. The Design Professional may maintain a complete reproducible set of any and all record documents developed under this Agreement.

9.2 All documents, including drawings and specifications prepared by the Design Professional pursuant to this Agreement are instruments of service in respect to the Project. The Design Professional shall not be liable should the Owner use the documents, in whole or in part, in the future when the Design Professional’s services are not retained.

9.3 The original drawings may be marked by the Owner or the Design Professional to designate the restrictions of use of these documents as set forth in Subparagraph 9.2.

9.4 **Copyright:** No reports, maps, or other documents produced in whole or in part under this

Agreement shall be the subject of an application for copyright by or on behalf of the Design Professional.

**END OF ARTICLE 9**

**ARTICLE 10**

**TERMINATION OF AGREEMENT**

10.1 If either party should fail to fulfill in a timely and appropriate manner his obligations under this Agreement, or if either party should violate any of the covenants, agreements, or stipulations of this Agreement, the non-breaching party, in addition to remedies available under the terms of this Agreement, shall thereupon have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The Design Professional shall be responsible for all consequential costs that may arise out of the Design Professional’s failure to complete the services in accordance with the schedule attached as Exhibit A.

10.2 In the event that the Project is abandoned by the Owner, the Owner may terminate this Agreement at any time by giving at least seven (7) days' notice in writing to the Design Professional.

10.3 In the event of termination, all finished or unfinished documents, data, sketches, calculations, estimates, records, schedules, studies, surveys, drawings, maps, models, photographs, reports, and such other information and data accumulated in the performance of services under this Agreement, whether complete or in progress, prepared by the Design Professional under this Agreement shall become the Owner's property, and the Design Professional shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including reimbursable expenses authorized by the Owner which are then due.

10.4 Termination: This Agreement may be terminated by either of the parties hereto without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

**END OF ARTICLE 10**

**ARTICLE 11**

**GENERAL AND SPECIAL PROVISIONS**

11.1 **Governing Law.** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico pursuant to NMSA 1978 §38-3-1. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

11.2 **Liability and Claims**.

11.2.1 As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

11.2.2 The Owner and the Design Professional waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages covered and paid by any property insurance during construction as set forth in the Conditions of the Contract for Construction, as provided as a part of Exhibit G. The Owner and the Design Professional each shall require appropriate similar waivers from their contractors, consultants, and agents.

11.3 **Indemnification**. The Design Professional shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Design Professional, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Design Professional or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Design Professional or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Design Professional, the Design Professional shall as soon as practicable but no later than five (5) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

11.4 **Effective Agreement**. This Agreement shall not become effective until:

A. Approved by the State Contracts Officer, Department of Finance and Administration, for compliance with the financial requirements of the legislation or funding source authorizing the Project and compliance with the requirements of all other legislation pertaining to the expenditures of public funds (if over $250, or if the original amount combined with this or any other amendment is $250 or more); and

B. Signed by all parties required to sign this Agreement.

11.5 **Conflict of Interest, Governmental Conduct Act.** The Design Professional affirms that he currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Design Professional further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Design Professional. The Design Professional also agrees that neither he nor anyone employed by him shall have an interest, direct or indirect, in any company hired for the Project as Contractor, subcontractor, or supplier, except when the Project is a design-build project and/or the Owner provides inspections independent of the Design Professional. Design Professional certifies that Design Professional is in compliance with the Governmental Conduct Act pursuant to NMSA 1978 §10-16-1 through §10-16-18 regarding contracting with a public officer or current or former state employee. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1. In accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency’s contracting process;
2. This Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
3. In accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;
4. This Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
5. In accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
6. In accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

11.6 **Penalties for Violations of Laws**. Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-24-1, 30-24-2, and 30-41-1 through 3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 199, NMSA 1978) imposes civil and criminal penalties for its violation.

11.7 **Code Compliance.** The Design Professional's design shall be in compliance with Federal, State, and local codes and laws applicable to the Work, including but not limited to provisions of the Civil Rights Act of 1964 and Executive Order 11246, Title VI, Sections 3 and 109; the minimum handicapped accessibility as required by Section 60-13-44D, NMSA 1978; Section 306, New Mexico Building Code, which adopts ANSI A117.1, 2003; and parking requirements as required by Section 15-3-19, NMSA 1978. In all cases, the more restrictive code or statute adopted by the Construction Industries Division of the Regulation and Licensing Department shall govern.

11.8 **Equal Opportunity Compliance.** The Design Professional agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining

to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Design Professional assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Design Professional is found not to be in compliance with these requirements during the life of this Agreement, Design Professional agrees to take appropriate steps to correct these deficiencies.

11.9 **Evidence of Insurance.**

11.9.1 **Professional Liability.** The Design Professional shall obtain Professional Liability insurance and provide a Certificate of Coverage on the form designated herein as Exhibit B. Such insurance coverage shall be maintained in full force and effect at all times during the performance of Project services and for a period thereafter of not less than three (3) years following Substantial Completion of the Work. Insurance coverage shall not be cancelled or materially modified without forty-five (45) days’ notice to the Owner. Said coverage shall be written by an insurer licensed to do business in the State of New Mexico and acceptable to the Owner. Proof of compliance with this section shall be provided by the Design Professional to the Owner in each year insurance is required. Fees for such insurance shall be at the Design Professional's expense and of the following limits of liability:

11.9.1.1 For projects with a MACC greater than $500,000, the Design Professional’s Professional Liability insurance, shall have a limit of no less than $1,000,000 per occurrence and in the aggregate, unless as otherwise provided in Other Conditions or Services (Part A of Agreement).

11.9.2 **Comprehensive General Liability**. The Design Professional shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for all operations performed for the Owner by the Design Professional.

11.9.3 **Design Professional’s Consultants.** The Design Professional shall require that liability insurance is maintained in accordance with Subparagraph 11.9 and may, at Design Professional's option, either insure the activities of its Consultants or require them to maintain insurance to cover all claims in Subparagraph 11.9.

If the Owner is damaged by the failure or neglect of the Design Professional to maintain insurance as described above, then the Design Professional shall be liable for all costs and damages properly attributable thereto.

11.9.4 **Possible Future Increase in Limit Amounts.** If, during the term of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, Sections

41-4-1 through 41-4-27 NMSA 1978, the Owner may require the Design Professional to increase the maximum limits of any insurance required herein.

11.10 **Worker’s Compensation**. The Design Professional agrees to comply with state laws and rules pertaining to workers’ compensation insurance coverage for its employees. If the Design Professional fails to comply with the Worker’s Compensation Act and application rules when required to do so, the contract may be cancelled effective immediately.

11.11 **Independent Contractor.** The Design Professional and his agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the State of New Mexico. The Design Professional and his agents and employees shall not as a result of this

Agreement accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

11.11.1 The Design Professional agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Design Professional has express written authority to do so, and then only within the strict limits of that authority.

11.12 **Consultant Relations.** In the event that the Design Professional subcontracts out any portion of his duties or responsibilities under this Agreement, or if the Design Professional hires consultants to assist him with his duties or responsibilities under this Agreement, the Design Professional shall require that all terms of this Agreement applicable to the consultant, subcontractor, or joint venturer shall be incorporated into any contract or agreement entered into with such consultant, subcontractor, or joint venturer.

11.13 **Amendment.** This Agreement shall not be altered, changed, modified, or amended except by instrument in writing executed by the parties with all appropriate required signatures. No Design Professional may contract for an additional Project Representative to be on the Project, or enter into a joint venture to share the duties and responsibilities of the Design under this Agreement without the express written approval by Owner. Any such Agreement must outline the duties and responsibilities of the Design Professional and his representative, or joint venturer, or consultant; and a copy of such approved agreement shall be filed with the Owner. Such agreements shall be amendments to this Agreement.

11.14 **Assignment**. The Design Professional shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written consent of the Owner.

11.15 **Release**. The Design Professional, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees, and the State of New Mexico from his liabilities and obligations arising from or under this Agreement, including, but not limited to, all damages, losses, costs, liability, and expenses, including but not limited to attorney's fees and costs of litigation that the Design Professional may incur.

11.16 **Owner’s Approval.** No work requiring the approval of the Owner shall be undertaken until the Owner's written approval has been requested and obtained. Any deviation from this requirement shall be considered a material breach of this Agreement and grounds for immediate termination pursuant to Article

10 of this Agreement.

11.17 **Confidentiality**. Any confidential information provided to or developed by the Design Professional in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Design Professional without the prior written approval of the Owner.

11.18 **Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

11.19 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

11.20 **Labor-Management Relations.** During the entire term of this Agreement, the Design Professional shall take good-faith steps necessary to further satisfactory labor-management relations to the end that the

operations of the Design Professional and of the Owner shall not be affected by strikes, picketing, boycotts, or other labor activities.

11.21 **Certificates and Documents Incorporated.** All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

11.22 **Invalid Clause or Provision.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

11.23 **Waiver.** No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

11.24 **Mergers, Dissolution, Successors, and Assigns.** The Design Professional agrees that during the term hereof it will maintain its existing business structure, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferred business structure, as the case may be,

A. Assumes, is capable of, and agrees in writing to perform all of the obligations of the Design

Professional hereunder;

B. Qualifies to do business in the State of New Mexico, including providing a legal resident registered Design Professional of New Mexico as Project Design Professional; and

C. The Owner approves the firm or individual Design Professional, or new Design Professional, if any, who is to proceed.

The terms and provisions hereof shall extend to, be binding upon, and inure to the benefit of the successors and assigns of the respective parties hereto.

11.24.1 The Owner shall have sole discretion to determine whether or not the Project Design Professional or the firm named as Design Professional in this Agreement shall continue to have all contract rights under this Agreement and continue to represent the Owner under this Agreement in all instances where the Project Design Professional ceases to be associated with the firm named in this Agreement.

11.25 **Entire Agreement.** This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

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

11.27 **Words and Phrases.** Words, phrases, and abbreviations that have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

11.27.1 Unless expressly provided otherwise, terms in this Agreement shall have the same meaning as those in the Conditions of the Contract for Construction, as provided in Exhibit G.

11.28 **Relationship of Contract Documents.** The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

11.29 **Exhibits and Attachments Incorporated by Reference.** All exhibits, attachments, riders, and addenda referred to in this Agreement, including but not limited to the exhibits referred to in this Agreement, as well as those listed in Subparagraph 11.30 below, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

11.30 The following exhibits are attached to and made a part of this Agreement:

|  |  |  |
| --- | --- | --- |
| **Exhibit** | **A** - | Project Design Schedule |
| **Exhibit** | **B** - | Design Professional's Errors and Omissions Insurance Certificate |
| **Exhibit** | **C** - | List of Consultants and Consultants' Agreements |
| **Exhibit** | **D** - | Not Used at this Time |
| **Exhibit** | **E** - | Design Professional Additional Services Proposal/Amendment Form |
| **Exhibit** | **F** - | Design Professional Pay Request Form |
| **Exhibit** | **G** - | Conditions of the Contract for Construction |

11.31 **Design Professional Performance Evaluation.** The Design Professional and its Consultant(s) acknowledge that the Owner will evaluate their performance under and pursuant to this Agreement. The purpose of such evaluations includes, but is not limited to, determining whether or not the Design Professional and its Consultant(s) responsibly performed their contractual obligations and whether or not the best interests of the state were promoted thereby. The Owner will provide a copy of any such performance evaluations to the Design Professional upon request, as soon as practicable after completion of the evaluation. The Design Professional or its Consultant(s) may respond to results of their performance evaluations by submitting a written request for review with the Project Manager to attempt to reach mutual understanding. Any such request must include the reasons for the request, and documentation necessary to substantiate their claims that the initial performance evaluations were inappropriate or otherwise in error. Concerns not settled are to be presented in writing to the Staff Architect for review, who will notify the respondent(s) of the results of the review as soon as practicable. The Owner reserves the right to waive the results of performance evaluations if, in the opinion of the Owner, corrective action has been taken to remediate substandard performance, events beyond the control of the Design Professional or its Consultant(s) resulted in substandard performance, or the best interests of the state will be served.

11.32 **Notices.** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which

notices shall be mailed to either party may be changed by written notice given by such party to the other as provided on the first page of Part A of this Agreement.

11.33 **Authority**. If Design Professional is other than a natural person, the individual(s) signing this Agreement on behalf of Design Professional represent and warrant that he or she has the power and authority to bind Design Professional, and that no further action, resolution, or approval from Design Professional is necessary to enter into a binding contract.

**END OF ARTICLE 11**

**ARTICLE 12**

**MAINTENANCE**

12.1 Ease of maintenance and the ability to repair major items of installed equipment by replacement are essential to the Project. To ensure that these services can be adequately performed after the Project is accepted by the Owner, the Design Professional shall:

12.1.1 In all relevant Contract Documents, design and provide for all major installed equipment in the Project, including but not limited to removal, access, maintenance, and storage space needs. In addition, all installed equipment systems shall be appropriately identified and labeled to describe the capacities, flows, and other pertinent information related to their maintenance and safe operation;

12.1.2 Specify only equipment that can be readily maintained by the Owner or other qualified commercial repairmen who are proximate to the location of the Project;

12.1.3 Provide Construction Documents that accurately depict the installation of all major items of installed equipment and which provide reasonable detail on all other major systems to be installed; and

12.1.4 At the completion of the Schematic, Design Development, and Construction Documents Phases, brief the Owner and the Owner Representative on the rationale for the selection of the major mechanical and electrical systems to be specified in the Contract Documents, together with their probable life-cycle costs.

**END OF ARTICLE 12**

**ARTICLE 13**

**BASIS OF COMPENSATION**

13.0 The fee for basic services generally is based on a percentage of the MACC adjusted by building type and design complexity, and Scope of Services. The fee for the project is prescribed in Compensation and Schedule (Part A of Agreement). The MACC, for the purpose of calculating the fee for basic services, is not adjusted at the time of construction contract award. If at any time the MACC and/or the percentage is changed by amendment to the Agreement, the basic services fee shall be adjusted as appropriate. No fee adjustment shall be made for phases already completed.

13.1 The Owner shall compensate the Design Professional for the Scope of Services provided in accordance with Article 7, Payments to the Design Professional, and other Terms and Conditions of this Agreement.

13.2 Payments for basic services, as described in Article 2, Subparagraphs 2.0 through 2.7, and any other services included in Other Conditions or Services (Part A of Agreement) as part of Basic Services, shall be made monthly in proportion to services performed so that the compensation at the completion of each phase shall be as provided by this Agreement.

13.2 Payments for project representation beyond basic services, as described in Subparagraph 2.8, compensation shall be computed separately in accordance with Subparagraph 2.8.2.

**13.3 COMPENSATION FOR ADDITIONAL SERVICES**

13.3.1 Payments for additional services of the design professional, as described in Subparagraph 2.9, and any other services included in Other Conditions or Services (Part A of Agreement) as part of Additional Services, but excluding additional services of consultants, compensation shall be a negotiated lump sum.

13.3.2 Payments for additional services of consultants, including but not limited to the additional structural, civil, landscape, interior design, mechanical, and electrical services, shall be computed by applying a multiple not to exceed of 1.10 times the amounts billed to the Design Professional for such services. The Design Professional shall provide to the Owner for approval, hourly rates for consultants and their employees detailed by professional levels prior to incurring any liability for Additional Services. GRT will be added as a separate item in the pay request.

**13.4 REIMBURSABLE EXPENSES**, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amount as defined in Part A of this Agreement, unless modified otherwise by written amendment.

**END OF ARTICLE 13**

**ARTICLE 14**

**DECLARATIONS AND CERTIFICATIONS**

**14.1 For New Mexico Employees Health Coverage**

Contractor agrees to comply with all federal and state laws and regulations regarding the obligation of employers to provide health insurance for employees. If the Contractor has more than fifty (50) full-time-equivalent employees, the Affordable Care Act applies. If the Contractor has between two (2) and fifty (50) full-time-equivalent employees, the Contractor shall notify the employees of the availability of health insurance through beWellnm online at http://www.beWellnm.com.

**END OF ARTICLE 14**

**Exhibit A**

**NM Educational Retirement Board**

|  |  |  |  |
| --- | --- | --- | --- |
| PROJECT NAME: **Architect/Engineering Services for New Mexico Educational Retirement Board New Office Building** |  | CONTRACT NO.: |  |
|  |  |  |  |

***TIME SCHEDULE FOR PROJECT PHASES***

**DATE TO BE COMPLETED** \*

|  |  |
| --- | --- |
| Programming Phase…………………………………………………….………… …. | XX weeks |
| Programming Phase Review…………………………………………………….…… | 2 weeks |
| Schematic Design Phase……………………………………………..………….…… | XX weeks |
| Schematic Design Phase Review……………………….……………………….…… | XX weeks |
| Design Development Phase…………………………….……………………….…… | 2 weeks |
| Design Development Phase Review…………………………………………….…… | 3 weeks |
| Construction Document Phase ……………………….…………………...…….…… | XX weeks |
| Construction Document Phase Review ……………………………………………… | 2 weeks |
| Bidding or Negotiation Phase  a) Invitation to bid……………………….………………………………...…….…… | to be determined later |
| b) Bid Opening……………………….…………………….……………...…….…… |  |
| Construction Phase Begins (after bid opening date) ……………………….………… |  |
| Close-out, Final and Acceptance …….. |  |
| 11-Month Post Substantial Completion……………………….………………….…… |  |
| Inspection and Report……………………….…………………...…….……………… |  |

\* In lieu of dates, the duration (in weeks) of each phase or event may be substituted.

**Exhibit B**

**NM Educational Retirement Board**

|  |  |  |  |
| --- | --- | --- | --- |
| PROJECT NAME: **Architect/Engineering Services for New Mexico Educational Retirement Board New Office Building** |  | CONTRACT NO.: |  |

**ERRORS AND OMISSIONS INSURANCE CERTIFICATE**

A copy of the Architect/Engineer's Errors and Omissions Insurance Certificate shall be attached hereto.

**Exhibit C**

**NM Educational Retirement Board**

|  |  |  |  |
| --- | --- | --- | --- |
| PROJECT NAME: **Architect/Engineering Services for New Mexico Educational Retirement Board New Office Building** |  | CONTRACT NO.: |  |

**LIST OF CONSULTANTS**

***CIVIL:*** ***ESTIMATING:***

Phone: ( ) Phone: ( )

***LANDSCAPING:*** ***ARCHITECTURAL:***

Phone: ( ) Phone: ( )

***STRUCTURAL:*** ***OTHER: (List)***

Phone: ( ) Phone: ( )

***MECHANICAL:*** ***OTHER: (List)***

Phone: ( ) Phone: ( )

***ELECTRICAL:*** ***OTHER: (List)***

Phone: ( ) Phone: ( )

**Exhibit E**

**DESIGN PROFESSIONAL ADDITIONAL**

**SERVICES PROPOSAL/AMENDMENT**

**NM Educational Retirement Board**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PROJECT NAME: **Architect/Engineering Services for New Mexico Educational Retirement Board New Office Building** |  | | CONTRACT NO.: | |  | | |
|  | |  | | Contract #: | |  | | |
|  | |  | | ***Distribution to:***  **OWNER**  **DESIGN PROFESSIONAL**  **ASD**  **DFA**  **OTHER** | | |
| **DESIGN PROFESSIONAL:** | | | | **PROPOSAL/AMENDMENT NUMBER:**  **INITIATION DATE:** | | |
|  | |  | |  | |  | | |
| Requested or initiated by:  NMERB,  Design Professional,  Other | | | | | | |
|  | |  | |  | |  | | |
|  | | | | | | |
| In accordance with Article 2, Exhibit A, and/or Other Conditions or Services (Part A of Agreement), where applicable, Additional Services to the Agreement Between Owner and Design Professional, the Design Professional is authorized to provide the following described services (scope of services and upset maximum compensation). | | | | | | |
| **Scope of Work:** | | | | | | |
| **Justification for Proposal:** (**REQUIRED.** Use additional pages, if necessary) | | | | | | |
|  | | | | | | |

|  |  |
| --- | --- |
| The Original Basic Compensation was …………………………………. | $ |
| Total Design Professional Reimbursable ………………………………... | $ |
| Net Change by previously authorized Contract Amendments …………... | $ |
| Net Change by previously authorized Additional Services ..…………… | $ |
| The Contract Sum prior to this request was ……………………………... | $ |
| The Contract Sum will be (Increased) (Decreased) (Unchanged) by this proposal……………………………………………………………… | $ |
| The new Contract Total including this proposal will be | $ |

***Please submit four (4) Originals to NMERB***

**Exhibit E**

**ADDITIONAL SERVICES PROPOSAL/AMENDMENT**

**SIGNATURE PAGE**

|  |  |  |  |  |  |  |
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|  |  | |  | |  |  |
| ***As to legal form and sufficiency*** |  | |  | |  |  |
| General Counsel, GSD | By: | |  | | Date: |  |
|  |  | |  | |  |  |
| ***COMMENTS:*** |  | |  | |  |  |
|  | | | | | | |
| ***AGREED & RECOMMENDED*:** |  | |  | |  |  |
| DESIGN PROFESSIONAL: | By: | |  | | Date: |  |
|  | New Mexico Seal & Certificate Number:  Federal Tax ID No.: | | | | | |
|  |  | |  | |  |  |
| **APPROVED:** |  | |  | |  |  |
| OWER |  | |  | |  |  |
| - Director  NM Educational Retirement Board | By: | |  | | Date: |  |
|  |  | |  | |  |  |
| - CIO  NM Educational Retirement Board | By: | |  | | Date: |  |
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| **FOR CONTRACTS OVER $5,000:**  TAXATION & REVENUE DEPARTMENT - The records of the department reflect that the Architect/Engineer is registered to pay gross receipts and compensating taxes. | | | | | | |
| Tax ID No.: | By: | |  | | Date: |  |
|  |  | |  | |  |  |
| **NM STATE PURCHASING DIVISION:** | | | | | | |
| Management and Contract Review Bureau | | By: | |  | Date: |  |

**Exhibit F**

**Page 1**

**ARCHITECT/ENGINEER PAY REQUEST**

NMERB

|  |  |  |  |
| --- | --- | --- | --- |
| Date: |  | Contract #: |  |
| Project Name & Number: |  | Project Manager: |  |
|  |  |  |  |
| **Architect/Engineer:** |  | **Statement No.:** |  |
| **Date:** |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Contract | Percentage | Completed | Less Prev. | Current |  |
| **Basic Services** | Sum | Completed | to Date | Request | Request |  |
|  |  |  |  |  |  |  |
| Programming | $ | % | $ | $ | $ |  |
| Schematic Design | $ | % | $ | $ | $ |  |
| Design Development | $ | % | $ | $ | $ |  |
| Construction Documents | $ | % | $ | $ | $ |  |
| Bidding/ Negotiation | $ | % | $ | $ | $ |  |
| Construction | $ | % | $ | $ | $ |  |
| Acceptance | $ | % | $ | $ | $ |  |
| 11 Month Inspection | $ | % | $ | $ | $ |  |
| Subtotal | $ |  | $ |  |  |  |
| NMGRT % | $ |  |  |  |  |  |
| ***CONTRACT CHANGES*** |  |  |  |  |  |  |
| Additional Services |  |  |  |  |  |  |
| Amend. #1*-(Description*) | $ |  | $ | $ | $ |  |
| Amend. #2-*(Description*) | $ |  | $ | $ | $ |  |
| Amend. #3-*(Description*) | $ |  | $ | $ | $ |  |
| Other Fees | $ |  | $ | $ | $ |  |
| Subtotal | $ |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **REIMBURSABLE**  with prior written approval (*includes NMGRT*) |  |  |  |  |  |  |
| Reimbursable per Article 14 | $ |  | $ |  |  |  |
| Soils Testing/Topographic | $ | % | $ | $ | $ |  |
| Printing | $ | % | $ | $ | $ |  |
| Future NMGRT | $ | % | $ | $ | $ |  |
| Others *(Description)* | $ | % | $ | $ | $ |  |
| Subtotal | $ |  | $ |  |  |  |
|  |  |  |  |  |  |  |
| **TOTAL CONTRACT** |  |  |  |  |  |  |
| **SUM TO DATE** | $ | % | $ | $ | $ |  |
|  |  |  |  |  |  |  |
| **TOTAL AMOUNT** |  |  |  |  |  |  |
| **DUE** | $ | % | $ | $ | $ |  |

***CERTIFICATION:***

I do hereby certify that the work described herein has been performed and that no previous payment for the Total Amount Due, as shown above, has been received.

***SIGNATURE***  ***DATE:***

***Continuation Sheet***

**Exhibit F**

**Page 2**

**DESIGN PROFESSIONAL PAY REQUEST**

NMERB

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Project Name:** |  |  |  | **Contract No.:** |  |
| **Design Professional:** |  | **Date:** |  | **Statement No.:** |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Contract | Percentage | Completed | Less Prev. | Current |  |
| **CONTRACT MODIFICATION** | Sum | Completed | to Date | Request | Request |  |
|  |  |  |  |  |  |  |
| **Contract Amendment No. 1:** |  |  |  |  |  |  |
| Programming\* | $ | % | $ | $ | $ |  |
| Schematic Design\* | $ | % | $ | $ | $ |  |
| Design Development\* | $ | % | $ | $ | $ |  |
| Construction Documents \* | $ | % | $ | $ | $ |  |
| Bidding/Negotiation \* | $ | % | $ | $ | $ |  |
| Construction \* | $ | % | $ | $ | $ |  |
| Acceptance\* | $ | % | $ | $ | $ |  |
| 11-Month Inspection\* | $ | % | $ | $ | $ |  |
| Others (*Description*) | $ | % | $ | $ | $ |  |
| Subtotal | $ |  |  |  |  |  |
| NMGRT %  Total Amendment 1 | $  $ |  |  |  |  |  |
| **Contract Amendment No. 2:** |  |  |  |  |  |  |
| Programming\* | $ | % | $ | $ | $ |  |
| Schematics\* | $ | % | $ | $ | $ |  |
| Designing Development\* | $ | % | $ | $ | $ |  |
| Construction Documents\* | $ | % | $ | $ | $ |  |
| Bidding/Negotiation\* | $ | % | $ | $ | $ |  |
| Construction\* | $ | % | $ | $ | $ |  |
| Acceptance\* | $ | % | $ | $ | $ |  |
| 11-Month Inspection\* | $ | % | $ | $ | $ |  |
| Others (*Description*) | $ | % | $ | $ | $ |  |
| Subtotal |  |  |  |  |  |  |
| NMGRT % | $ |  |  |  |  |  |
| Total Amendment 2  **TOTAL CONTRACT** | $ |  |  |  |  |  |
| **SUM TO DATE** | $ | % | $ | $ | $ |  |
|  |  |  |  |  |  |  |

\* for use if it is applicable