



New Mexico Supreme Court

REQUEST FOR PROPOSALS (RFP)

ARCHITECTURAL AND ENGINEERING SERVICES

NMSC RFP-001

DATE ISSUED:
October 20, 2023

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I. INTRODUCTION

The New Mexico Supreme Court (“NMSC”) requests proposals from qualified companies to provide architectural and engineering services related to the renovation design of the basement of the New Mexico Supreme Court. All proposals submitted shall be valid for ninety (90) days subject to action by the NMSC. The NMSC reserves the right to reject any and all proposals in part or in whole. All completed proposals must be received by **5:00PM on November 22, 2023**. The submission of proposals will **only be accepted electronically** via email or utilizing Google Drive. Contact the Procurement Manager for access to a Google Drive folder.

By submitting a proposal for the requested services each Offeror is certifying that it is a qualified firm and its proposal complies with the requirements state within the Request for Proposals.

The Court will schedule a pre-proposal meeting on **November 6, 2023** via Zoom. The pre-proposal meeting will address the programming and scope of work needs on this proposal.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY NMSC.

A. PURPOSE

The NMSC invites interested parties to submit proposals for architectural and engineering (A&E) related to the renovation design of the basement of the NMSC Building in Santa Fe, NM.

The New Mexico Supreme Court Building was added to the State of New Mexico Register of Cultural Properties. On January 18, 2002, the Supreme Court Building was placed on the National Register of Historic Places by the United States Department of the Interior. The Supreme Court Building also is recognized by the City of Santa Fe as a “significant structure in the downtown historic district,” and registered by the Historic Santa Fe Foundation as a building worthy of preservation. There has been a series of projects by the Supreme Court Building Commission since the turn of the century as part of the Commission’s ongoing efforts to preserve the historic integrity of the building while incorporating modern upgrades throughout the building. The Supreme Court’s basement is in need of an architectural and engineering renovation. In 2023, the Supreme Court received a capital outlay appropriation to conduct Phase One of a basement renovation project.

All proposals will be reviewed by the NMSC Chief Clerk of Court, the Facilities Manager, and the members of the Supreme Court’s Executive Management team or designee. The NMSC intends to select a firm or team of firms based upon qualification for this purpose.

Responding firms shall be architects and civil engineers. All consultants and subconsultants must be licensed to work in their respective fields as required by the State of New Mexico.

The team shall consist of an architect and engineer and may include subcontractors as necessary to complete the scope of work. Firms interested in providing services to the NMSC must complete and submit a proposal that substantiates or presents evidence of the firm’s abilities and expertise in the areas defined in the selection criteria.

B. SCOPE OF PROCUREMENT

The Architectural and Engineering (“A/E”) services required to be provided to the NMSC under a contract awarded pursuant to this RFP shall include, as directed by the NMSC, the following:

1. Needs Assessment. Assist the NMSC, along with any other contractors, in formulating requirements for new or renovated basement, offices, Law Library book storage area and associated spaces in the basement. This assessment may include, but is not limited to, compliance with current building codes and ADA requirements, Historical Preservation, space requirements, HVAC, bathrooms, IT, internal program workflow, conference and board rooms, kitchen/breakroom, desired location, accessibility, lighting, design attributes, and efficiency. As requested, Contractor will meet with the NMSC management team to determine needs and desired outcomes. The Architect will prepare a document that defines the scope of the project.

2. Review/Consultation. Perform analysis of existing building to ensure the renovation design will meet the NMSC’s needs, as well as to identify potential obstacles and current conditions, of the basement of the New Mexico Supreme Court, including repurposing existing space, HVAC, ventilation, ADA upgrades, and other infrastructure considerations.

3. Architectural/Engineering. Perform Architectural/Engineering (“A/E”) services for the New Mexico Supreme Court building basement. The NMSC basement is 23,784 ft². The overall budget for Phase 1 of the NMSC renovation, including design services, is \$2,000,000.00.

a. Basic Services. Basic services should include the following disciplines needed to complete the design of the project:

- (1) Architectural Design
- (2) Interior Design
- (3) Civil Engineering
- (4) Structural Engineering
- (5) Mechanical Engineering
- (6) Electrical Engineering
- (7) Plumbing
- (8) Fire Protection
- (9) ADA Compliance and Design
- (10) Code Compliance
- (11) Energy Modeling – LEED principles
- (12) Security/Access Control
- (13) Information Technology
- (14) Life Cycle Cost analysis
- (15) Design approval from the New Mexico State Historical Preservation Office to ensure compliance with the historical designation currently enjoyed by the New Mexico Supreme Court
- (16) Other services customarily furnished by an A/E Firm on similar

projects.

- b. Phases. The services provided by the A/E Firm may be divided into the following phases:
- (1) **Conceptual Design**. This phase involves the collection of facts, identifying concepts, analyzing the Supreme Court building and determining the proper operational needs of the Supreme Court. The architect shall prepare a document that defines the scope of the project.
 - (2) **Schematic Design**. Upon completion of the Programming Phase, the Architect shall produce studies consisting of drawings and other documents to illustrate the general renovation concepts, probable architectural, engineering and building systems, materials 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 renovation design concept for a project that is satisfactory to the Court. The Architect shall incorporate in the Schematic Design Drawings and documents the provision of Green Building Standards and current State-adopted Building Code, current ASHRAE 90.1, and National Center for State Courts Design Standards and incorporated herein by reference. The Architect shall brief, and obtain the written approval from the Supreme Court for the Schematic Design Drawing and documents. This review and approval shall include the life cycle costs. The Architect shall obtain written approval of the Court of one of the proposed design schemes, as modified by any comment during review, before commencing work on the Design Develop Phase.
 - (3) **Design Development**. Upon completion of Schematic Phase, the Architect 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 essentials as may be appropriate. Additionally, these documents shall identify design features, program modifications, the probable Project Schedule, equipment installed in the project and furnishings required, and a statement that identifies the need for any additional data, surveys or tests. The Architect shall provide sufficient, alternative design solutions on major design features to allow the Court to ascertain that the recommended design achieves practical programmatic and economic solutions, within the limitations of the authorized program, schedule, and budget; include staffing and occupancy considerations provided by the Court. The Architect shall acquire the approval, in writing, of the court of all documents associated with the Design Development Phase before commencing work on the Construction Documents Phase.

- (4) Construction Documents. Upon the completion of the Design Development Phase, the Architect shall prepare and complete the Construction Documents based upon information contained in the Design Development drawings and other documents approved by the Supreme Court. These Construction Documents shall provide the detailed requirements for the construction of an entire project.
- (5) Bidding and Negotiation Phase. The Architect, following the Court's written approval of the Bidding Documents, shall assist the Court in obtaining bids and in awarding and preparing contracts for construction, as directed by the Court. The finalization Invitation for Bid for Construction shall be prepared by the Court and forwarded to the Architect for bidding purposes and the Court shall issue a purchase order authorizing the advertisement for a project.
- (6) Construction Administration. The Construction Phase will commence with the award of the contract for construction renovation and continue until the eleventh month inspection and report is submitted by the contractor and approved by the Court. Construction renovation, includes:
 - (a) Preparation of contract change orders
 - (b) Preparation of monthly progress reports
 - (c) Periodic project observations
 - (d) Development of punch lists
 - (e) Preparation of close-out documents
- (7) Post-Construction, including record drawings and warranty observations. Upon receipt of written notice that construction is ready for final inspection and work is found acceptable for final payment. The Architect shall provide "as built" drawings in hard copy and electronic form following completion of the project.
- (8) 11-Month Inspection Phase: The Architect shall submit to the AOC its recommendations regarding the completion of all construction contracts. The Architect 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 Architect shall obtain and deliver to the AOC a signed receipt for all materials turned over.

- c. Coordination. The A/E Firm will work closely with the owner's Construction Manager and any third-party consultant for the project during Design, Preconstruction and Construction phases of the project.
- d. Reporting/Meetings. The A/E Firm will attend meetings as requested or desired by the NMSC, including, but not limited to, regularly scheduled coordination meetings during the design and construction phases. As requested, Contractor shall provide progress reports at regularly scheduled meetings of the NMSC Board of Directors.

4. Other services related to the above referenced transactions may be requested by the NMSC from time to time.

C. QUALIFICATIONS OF OFFEROR

Offerors should meet the following qualifications:

1. Have a minimum of ten years of experience in providing A/E services as outlined herein.
2. The architectural firm will submit design plans for Phase One of the Supreme Court Basement Renovation Project. The design plans are a deliverable for the project. The architectural firm will have experience with providing design services for historical buildings and the approval process by the State Historical Preservation Office, when needed.
3. Be licensed to provide the requested services in the state of New Mexico, as required.
4. The insurance required by Offeror are listed below.
 - a. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
 - b. Contractor shall procure and maintain insurance coverage in the following minimum amounts: (i) professional liability of \$250,000 per occurrence and \$250,000 in total coverage, (ii) general liability of \$250,000 per occurrence and \$1 Million in total coverage, and (iii) errors and omissions of \$1 Million.
 - c. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
 - d. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.
 - e. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

D. PROCUREMENT MANAGER

The NMSC has designated a Procurement Manager responsible for the conduct of this procurement whose name, address, and telephone number are listed below (all deliveries should be sent to this address):

Renee Padilla, Procurement Manager
Administrative Office of the Courts
202 E. Marcy St.
Santa Fe, NM 87501
Telephone: (505) 819-7060
Email: aoccrp@nmcourts.gov

This procurement is being conducted in accordance with and subject to the requirements of the NMSC's Procurement Policy ("Procurement Policy"). A copy of the Procurement Policy is available for inspection or review at the NMSC's offices or by request to the Procurement Manager.

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager via email. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other NMSC employees do not have the authority to respond on behalf of the NMSC. ***Any contact with any other NMSC or AOC staff member or persons other than the Procurement Manager named in this solicitation may be grounds for disqualification.***

Except as part of any interview that may be conducted as part of the evaluation process, until the award is made and notice given to all Offerors, no employee, agent, or representative of an Offeror shall discuss the RFP or make available or discuss an Offeror's proposal with an officer, member, employee, agent, or representative of the NMSC.

Until the award is made and notice given to all Offerors, the NMSC will not disclose the contents of any proposal with an Offeror or potential Offeror so as to make the contents of any offer available to competing or potential Offerors.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“NMSC” means the New Mexico Supreme Court.

“AOC” means the Administrative Office of the Courts.

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” or ***“Agreement”*** means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful offeror who enters into a binding contract.

“Determination” means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the AOC management to perform the evaluation of offeror proposals.

“Finalist” is defined as 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.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the AOC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

“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.

“Responsive Offer” or **“Responsive Proposal”** means an offer or proposal 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.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and specifies general requirements for the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsibility	Date
1. Issuance of RFP	NMSC	10/20/23
2. Deadline to Submit Written Questions	Offerors	10/27/23
3. Preproposal Meeting	NMSC, Offerors	11/6/23
3. Response to Written Questions/RFP Amendments	NMSC	11/7/23
4. Submission of Proposals	Offerors	11/22/23 5:00pm MDT
5. Review of Proposals and Oral Presentations (if requested)	Evaluation Committee	11/28/23
6. Selection and Recommendation to Committees	Evaluation Committee	11/29/23

7. Notification to Finalists	Evaluation Committee	11/30/23
8. Contract Award(s) and Negotiations	NMSC	12/1/23
9. Protest Deadline		12/16/23

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1.0 Issuance of RFP. This RFP is being issued by the NMSC on October 20, 2023. Potential Offerors may be directly provided with a copy of the RFP by the Procurement Manager or may obtain a copy by visiting the NMSC's website at www.nmfinance.com.

At any time prior to the execution of a contract, an RFP may be cancelled or any or all proposals may be rejected in whole or in part when it is determined by the NMSC in its sole discretion, to be in the best interests of the NMSC.

2.0 Deadline to Submit Written Questions. Potential Offerors may submit written questions concerning this RFP until the close of business on the date indicated in the "Sequence of Events" at Section II.A. All questions must be submitted in writing **VIA EMAIL to the Procurement Manager**. *Any contact with any other NMSC or AOC staff member or persons other than the Procurement Manager named in this solicitation may be grounds for disqualification.*

3.0 Response to Written Questions/RFP Amendments. The NMSC will make the questions and the NMSC's responses available via its website at <https://www.nmcourts.gov/court-administration/request-for-proposals/> on the date indicated in the "Sequence of Events" at Section II.A.

4.0 Submission of Proposal. Offeror proposals, including Appendix A, "Letter of Transmittal", must be received for review and evaluation by the Procurement Manager **VIA SUBMISSION UPLOAD NO LATER THAN 5:00 PM MOUNTAIN DAYLIGHT TIME ON November 22, 2023**. Proposals must be uploaded to the shared upload location provided by the Procurement Manager. The file name(s) must clearly indicate that they are in response to the Request for Proposals to provide Architectural and Engineering Services to the NMSC. The Procurement Manager will provide a shared upload location on the website.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed prior to contract award or cancellation of the RFP.

5.0 Proposal evaluation. The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the

timeframe indicated in the Sequence of Events. 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, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

6.0. Selection of Finalists (If Applicable). The Evaluation Committee may select and the Procurement Manager may notify the Finalist Offerors on the date indicated in the “Sequence of Events.” Only Finalists will be invited to participate in the subsequent steps of the procurement if the Finalist process is used.

7.0. Best and Final Offers from Finalists (If Applicable). Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events section..

8.0. Oral Presentation by Finalists. Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held via Zoom. Each presentation will be limited to one (1) hour in duration.

9.0 Review of Proposals. Proposals will be distributed to members of the Evaluation Committee for review on November 28, 2023.

The review of proposals will be performed by the NMSC’s Evaluation Committee. During this time the Procurement Manager may, on behalf of the Evaluation Committee, initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions shall not be initiated by the Offerors.

The Evaluation Committee may elect to have Offerors present their proposals to the Evaluation Committee and stand for questions. The Procurement Manager will schedule the time for each Offeror's presentation. All Offeror presentations will be held by Zoom or other applicable video conferencing platform. Offerors should be prepared to explain their understanding of this procurement and be prepared to answer questions. The Procurement Manager may limit the length of time given to each finalist Offeror for the oral presentation.

10.0 Selection of Contractor(s). The Evaluation Committee will select, and the Procurement Manager will notify the selected contractor(s).

11.0 Recommendation to NMSC or Board. If applicable, and in conformance with NMSC policies and procedures, the Evaluation Committee will present its decision regarding the selected contractor(s) to the appropriate NMSC committee and/or to the NMSC Board of Directors for final approval.

The contract shall be awarded to the Offeror(s) whose proposals are determined to be most advantageous, taking into consideration the evaluation factors set forth in the RFP and in accordance with the NMSC’s Procurement Policy. The most advantageous proposals may or may not have received the most points.

12.0. Contract Negotiations. The contract will be finalized with the most advantageous Offeror

during the timeframe indicated in the “Sequence of Events”. In the event that mutually agreeable terms cannot be reached within the time specified, the Court reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

13.0 Contract Award(s). Upon approval of the final contract, the parties shall execute the contract(s) in the “Sequence of Events”. These dates are subject to change at the discretion of the Court. An award of contract means a fully executed contract. The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the Court, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points. The NMSC will provide written notice of the award to all Offerors following the date of the award.

14.0 Protest Deadline. Any protest by an Offeror must be in conformance with the Procurement Policy. Protests must be submitted in writing to the NMSC’s Finance & Disclosure Committee within fifteen (15) calendar days of the award. Protests must include the name and address of the protester and the RFP number, and state with particularity the basis for the protest and the facts relied upon, including appropriate supporting exhibits. It must also specify the ruling requested from the NMSC. Protests must be delivered to the Protest Manager for distribution to the Finance & Disclosure Committee. The NMSC has designated a Protest Manager whose name, address, and telephone number are listed below:

Lysette Romero Córdova
(505) 827-4942
suplrc@nmcourts.gov
237 Don Gaspar Ave.
Santa Fe, NM 87501

Protests received after this deadline will not be accepted. Protests will not be accepted by facsimile or other electronic means.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the NMSC’s Procurement Policy and the following general requirements.

- 1.0 Acceptance of Conditions Governing the Procurement. Offerors must indicate their acceptance of the Conditions Governing the Procurement section of this RFP in their Letter of Transmittal which is attached hereto as Appendix “A”. Failure to submit the Letter of Transmittal will disqualify the Offeror from consideration by the Evaluation Committee. Submission of a proposal shall be deemed to constitute acceptance of the requirements outlined in the RFP.
- 2.0 Incurring Cost. Any cost incurred by the Offeror in preparation, transmittal or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
- 3.0 Prime Contractor Responsibility. Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the NMSC. The

NMSC will make contract payments only to the prime contractor.

- 4.0 Subcontractors. Use or potential use of subcontractors for services must be clearly explained in the Offeror's proposal, and subcontractors must be identified by name, to the extent known at the time of submission of the proposal. In the event the name of a subcontractor is not known at the time of the proposal, the Offeror shall describe in detail, the nature of the services that might be obtained from a subcontractor. The prime contractor shall be wholly responsible for the performance of all services, whether or not subcontractors are used.
- 5.0 Amended Proposals. An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The NMSC will not merge, collate or assemble proposal materials.
- 6.0 Offeror's Rights to Withdraw Proposal. An Offeror will be allowed to withdraw a proposal at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.
- 7.0 Proposal Offer Firm. Responses to this RFP, including proposal prices, will be considered firm and binding for ninety (90) calendar days after the due date for receipt of proposals.
- 8.0 Disclosure of Proposal Contents. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award of a contract.

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

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

- 9.0 No Obligation. This procurement in no manner obligates NMSC or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.
- 10.0 Termination. This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the NMSC determines, in its sole discretion, such action to be in the best interest of the NMSC.

- 11.0 Sufficient Funding. Any contract awarded as a result of this RFP process may be terminated if sufficient budget, funding or authorizations do not exist. The NMSC's decision as to whether sufficient budget, funding or ad authorizations are available will be accepted by the contractor as final. The project will be funded by the State of New Mexico through a capital outlay appropriation.
- 12.0 Legal Review. The NMSC requires that all offerors agree to be bound by the general requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.
- 13.0 Governing Law. This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.
- 14.0 Basis for Proposal. Only information supplied by the NMSC in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.
- 15.0 Contract Terms and Conditions. The contract between the NMSC and the Contractor will follow the format specified by the AOC.
- 16.0 Contract Deviations. Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the NMSC and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.
- 17.0 Offeror Qualifications. The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will, in its sole discretion, reject the proposal of any Offeror who it determines is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.
- 18.0 Right to Waive Minor Irregularities. The Evaluation Committee also reserves the right to waive any mandatory requirement provided that all of the otherwise responsive proposals failed to meet the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. This right is in the sole discretion of the Evaluation Committee.
- 19.0 Change in Contractor Representatives. The NMSC reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the NMSC, meeting its needs adequately. Any change in contractor representative must receive prior NMSC approval.
- 20.0 NMSC's Rights. The NMSC reserves the right to accept all or a portion of an Offeror's proposal
19.0 Ownership of Proposals. One complete copy of all documents submitted in response to the RFP shall be placed into the procurement file. Those documents will become the property of the NMSC. Other copies may be destroyed.
- 21.0 Notice. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico

criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

- 22.0 Right to Publish. Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the NMSC written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.
- 23.0. Electronic Mail Address Recommended. A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.
- 24.0 Preferences in Procurement by the Supreme Court

a. *New Mexico In-state Preference*

New Mexico law, Section 13-1-21 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident business**”. Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

b. *New Mexico Resident Veteran Preference*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid

and current veteran resident business certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror's score, depending on the business' annual revenue. **The resident business preference is not cumulative with the resident veteran business preference.**

The in-state and veteran preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Each Offeror may submit only one proposal. Please submit two (2) separate files; one file for proposal response and a separate file of the Proposed Fee Schedule.

B. NUMBER OF COPIES

Offerors shall electronically submit all proposals via pdf to the Procurement Manager on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT AND CONTENTS

Offerors are expected to outline proposals according to the section below. All proposals shall be limited to twenty (20) pages, with exception of professional licenses and certifications, which shall be added as appendices. The document shall be in a PDF format of standard 8 ½ x 11 size with no smaller than 12pt. font, 1" margins, and normal line spacing. Proposals **will ONLY be accepted electronically** utilizing email or a Google Drive. ***Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.*** All proposals must include the following:

1.0 Proposal Organization

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Response to Specifications – Evaluation Factors
- d) Response to NMSC Terms and Conditions
- e) Copy of insurance certificate
- f) Cost Proposals **(in a separate file)**
- g) Campaign Contribution Disclosure Statement

Within each section of their proposals, offerors shall address the items in the order in which they appear in this RFP under Section V.B. EVALUATION FACTORS. All forms

provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The **proposal summary** may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

2.0 Letter of Transmittal. Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting organization;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate Acceptance of the Conditions Governing the Procurement;
- f) be signed by the person authorized to contractually obligate the organization;
- g) acknowledge receipt of any and all amendments to this RFP; and
- h) acknowledge and acceptance of the terms and conditions of the Agreement.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

1.0 Time Frame. The contract is scheduled to begin in or around January 2, 2024. The NMSC intends on awarding a contract with a term of one (1) year with one (1) renewal period, not to exceed four (4) years.

2.0 Scope of work for the NMSC RFP project, includes but is not limited to:

- Convert office space into a staff break room, including plumbing for sinks/garbage disposal and potable water.
- Remodel all offices and meeting spaces including drop-down ceilings and securing all IT, Telecom and electrical lines, to provide work spaces that meets Building Code and efficient office work spaces.
- Upgrade and improve HVAC systems in all basement spaces including the Law Library book storage.
- Install building controls, energy efficient chiller, boilers, moisture sensors, and humidity sensor in Law Library book storage.
- Install ventilation for maintenance storage/work areas and LED lighting in all basement interior spaces and exterior entry areas.
- Replace flooring in all common, storage, and office spaces.

- Remodel all restrooms to accommodate ADA requirements, and any other ADA requirements due to the renovation.
- Ensure all improvements meet Fire Code.
- Renovate locker room for improved access and modernization.
- Renovate workout room for efficient space utilization.
- Install active Radon system in Law Library book storage.
- Renovate custodial/maintenance closets.
- Paint all walls and ceilings.
- Remove stairs and install ramp in maintenance/shipping room.
- Refinish all interior/exterior doors.
- Refinish all exterior windows.
- Remediate lead or asbestos in areas preconstruction as needed.

V. EVALUATION

The following is a summary of items for which Offerors can be awarded evaluation points. These weighted factors shall be used in the evaluation of the individual Offeror responses.

A. EVALUATION POINT TABLE/SUMMARY:

	Possible Points
1. Demonstrated Qualifications and Experience	25
2. Specialized Design and Technical Competence	25
3. Capacity and Capability	20
4. Evidence of Understanding the Scope of Work	15
5. Past Record of Performance	10
6. New Mexico experience with historical buildings.	5
Total Points	<u>100</u>

B. EVALUATION FACTORS

The award of a contract shall be made to the responsible Offeror(s) whose proposal is most advantageous to the NMSC taking into consideration the above weighted evaluation factors. Please note, however, that a serious deficiency in any one criterion may be grounds for rejection. The NMSC shall, in its sole discretion, have the right to obtain, from any and all sources, information concerning an Offeror which is deemed pertinent to the RFP and to consider such information in the evaluation of the Offeror's proposal. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each.

1.0 Demonstrated Qualifications and Experience:

1.1 Offeror's qualifications and if applicable those of any subcontractor of Offeror.

1.2 Offeror's experience and if applicable those of any subcontractor of

Offeror including:

- renovations of existing older buildings;
- design and construction of historical buildings.

1.3 Knowledge of flexible workplace design consistent with advancements in information technology applications.

1.4 Presentation skill in both technical and non-technical terms.

2.0 Specialized Design and Technical Competence:

- Describe the firm's vision/mission and business philosophy.
- Provide a brief history of Offeror's firm in the State of New Mexico.
- Provide information about the firm's specific technical experience with providing architectural and engineering services that demonstrate technical competence to successfully complete this project.
- Indicate the relevance of previous projects to the scope of work describe in this RFP, including any specialized expertise.
- Firm's approach to project cost estimating and incorporation of life Cycle Cost Analysis. Offeror's technical capabilities in planning, redesign and renovation of existing buildings.

3.0 Capacity and Capability.

- Information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.
- Indicate relationship of the firm's/project team's current workload to the projected workload of this project and personnel in the New Mexico Office.
- Indicate key personnel to be assigned to this project, their specific roles, experience and background.

4.0 Evidence of Understanding the Scope of Work:

- Demonstrate a clear understanding of key project elements/goals as outlined in the scope of work.
- Provide proposed approach to accomplishing the project including specific tasks and a description of the level of effort that will be dedicated to each task.
- Describe approach in managing the project expertly and effectively, including specific of tasks.
- Describe challenges that might be expected based on type of project, market conditions, historic preservation, environmental conditions, location site, or other factors.

5.0 Past Record of Performance:

- Describe contracts and other agreements with government agencies or private industry where Offeror control budgets and project schedule of projects of similar scope.

- Provide a minimum of three (3) design related projects completed within the last three (3) years where the Offeror provided similar services with name of client(s) point-of-contact and telephone number or e-mail.
- Describe and particular difficulties confronted in past projects and how the Offeror addressed and resolved issues.
- Recognition of offeror by industry entities for excellence/exceptional achievement in building design and construction.

6.0 New Mexico Experience:

- Offeror's qualifications and experience in the State of New Mexico. Knowledge and expertise in architectural and engineering services for buildings in New Mexico and Santa Fe, including professional architectural and engineering services.
- Offeror's experience in renovation of historical buildings.
- Knowledge of relevant Santa Fe and New Mexico building codes and law.

7.0 Offeror's proposal contains:

- A valid NM State Resident Business Certificate, the preference in accordance with NMSA 1978 §13-4-2, will be applied.
- A valid NM State Resident Veteran Business Certificate, the preference in accordance with NMSA 1978 §13-4-2 and §13.1-22, will be applied

C. EVALUATION PROCESS

- 1.0 All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- 2.0 The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II (B) (5).
- 3.0 The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section IV (B).
- 4.0 Responsive proposals will be evaluated utilizing the factors outlined in Section IV(A) that have been assigned a point value in order to assist the Evaluation Committee in selecting an Offeror(s) most advantageous to the NMSC. The responsible Offeror(s) whose proposal is most advantageous to the NMSC, taking into consideration the evaluation factors in Section IV, will be recommended for contract award.

**APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM**

**Architectural and Engineering On-Call Services for Courthouses and Other Judicial
Facilities throughout the State of New Mexico**

NMSC RFP-001

In acknowledgement of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix D.

The acknowledgement of receipt should be signed and returned to the Procurement Specialist no later than close of business on *November 7, 2023*. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the NMSC's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL ADDRESS: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SIGNATURE: _____ DATE: _____

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

Firm does / does not (**circle or underline one**) intend to respond to this Request for Proposals.

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore the state agency or local public body shall void and executed contract or cancel a solicitation or proposed award for a proposed contract if; 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to law.

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTNE 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 C
RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans' preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I understand that knowingly giving false or misleading information on this report constitutes a crime".

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

Signature of Business Representative*

Date

*Must be an authorized signatory of the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires:

**APPENDIX D
ARCHITECTURAL AND ENGINEERING SERVICES**

LETTER OF TRANSMITTAL FORM

In acknowledgement of its intent to respond to this Request for Proposal the undersigned makes the following representations as required by the RFP.

OFFEROR: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PRIMARY CONTACT: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

FEDERAL EMPLOYER ID#: _____

The aforementioned firm and its authorized representatives hereby confirm and acknowledge:

1. This Proposal is a firm and irrevocable offer for a period of 180 days, beginning _____, 2023.
2. The Offeror is willing to perform all of the services as outlined in the RFP.
3. The Offeror is able to provide all of the services as outlined in the RFP beginning _____, 2023.
4. The Offeror accepts all terms and conditions as outlined in the RFP.
5. The following material is considered by the Offeror to be trade secret information:
6. The Offeror hereby acknowledges that the NMSC is subject to the Inspection of Public Records Act, (NMSA 1978 Ch. 14, Article 2) and the Offeror hereby indemnifies and agrees to hold the NMSC harmless for the release of any information, including information deemed confidential commercial information by the Offeror, if the NMSC reasonably believes the NMSC is permitted to release such information in accordance with law.
7. The Offeror hereby certifies that the undersigned is authorized to contractually bind the Offeror:

By submission of this cover letter, the Offeror hereby certifies that the above are true and correct statements.

Signature
Print Name: _____
Title: _____