

**State of New Mexico  
Administrative Office of the Courts**



**REQUEST FOR PROPOSALS (RFP)**

**ARCHITECTURAL AND ENGINEERING SERVICES  
FOR ON-CALL SERVICES FOR COURTHOUSES AND  
OTHER JUDICIAL FACILITIES THROUGHOUT THE  
STATE OF NEW MEXICO**

**RFP NO. 2022-12**

**SEPTEMBER 9, 2022**

## TABLE OF CONTENTS

	PAGE NO.
I. ADVERTISEMENT.....	4
II. INTRODUCTION.....	5
A. PURPOSE OF THIS REQUEST FOR PROPOSAL.....	5
B. BACKGROUND.....	5
C. SCOPE OF WORK.....	6
D. INSURANCE REQUIREMENTS.....	8
E. PROCUREMENT SPECIALIST.....	8
F. DEFINITION OF TERMINOLOGY.....	9
III. CONDITIONS GOVERNING THE PROCUREMENT.....	10
A. SEQUENCE OF EVENTS.....	10
B. EXPLANATION OF EVENTS.....	11
1. Issuance of RFP.....	11
2. Pre-Proposal Conference.....	11
3. Acknowledgement of Receipt Form Due.....	11
4. Deadline to Submit Additional Written Questions.....	11
5. Response to Written Questions.....	11
6. Submission of Proposals.....	12
7. Proposal Evaluation.....	12
8. Selection of Finalists (If Applicable).....	12
9. Best and Final Offers from Finalists (If Applicable).....	12
10. Oral Presentations by Finalists (If Applicable).....	12
11. Contract Negotiations.....	12
12. Contract Award.....	13
13. Right to Protest.....	13
C. GENERAL REQUIREMENTS.....	13
1. Acceptance of Conditions Governing the Procurement.....	13
2. Incurring Cost.....	13
3. Prime Contractor Responsibility.....	14
4. Subcontractors.....	14
5. Amended Proposals.....	14
6. Offerors' Rights to Withdraw Proposal.....	14
7. Proposal Firm Offer.....	14
8. Disclosure of Proposed Contents.....	14
9. No Obligation.....	15
10. Termination.....	15
11. Sufficient Appropriation.....	15
12. Legal Review.....	15
13. Governing Law.....	15
14. Basis for Proposal.....	16
15. Contract Terms and Conditions.....	16
16. Contract Deviations.....	16

17. Offeror Qualifications .....	16
18. Right to Waive Minor Irregularities .....	16
19. Change in Contractor Representatives .....	16
20. Notice .....	16
21. AOC Rights.....	16
22. Right to Publish.....	17
23. Ownership of Proposals .....	17
24. Electronic Mail Address Required .....	17
25. Preferences in Procurement by AOC .....	17
IV. RESPONSE FORMAT AND ORGANIZATION .....	18
A. NUMBER OF RESPONSES .....	18
B. NUMBER OF COPIES .....	18
C. PROPOSAL FORMAT.....	18
1. Proposal Organization.....	18
2. Letter of Transmittal .....	19
V. SPECIFICATIONS .....	20
A. INFORMATION.....	20
1. Time Frame .....	20
B. EVALUATION FACTORS .....	20
1. Specialized Design and Technical Competence .....	20
2. Evidence of Understanding of the Scope of Work .....	20
3. Capacity and Capability .....	21
4. Past Record of Performance.....	21
5. Proximity to or Familiarity with Site Location.....	21
6. New Mexico Produced Work.....	21
7. NM State Resident Business Preference Certificate .....	21
8. NM State Resident Veteran Business Preference Certificate .....	21
VI. EVALUATION .....	22
A. EVALUATION SCORING .....	22
B. EVALUATION PROCESS.....	22
APPENDICES:	
A. Acknowledgement of Receipt Form .....	24
B. Campaign Contribution Disclosure Form .....	25
C. Resident Veterans Preference Certification .....	28
D. Letter of Transmittal Form.....	30

**I. ADVERTISEMENT**

**ADMINISTRATIVE OFFICE OF THE COURTS**

**ARCHITECTURAL AND ENGINEERING SERVICES FOR SANTA FE MAGISTRATE  
COURT  
RFP NO. 2022- 12**

The Administrative Office of the Courts (AOC) requests proposals for qualified vendors or firms to provide on-call architectural and engineering services for State of New Mexico courthouses and other judicial facilities throughout New Mexico. All proposals submitted shall be valid for ninety (90) days subject to action by the AOC. The AOC reserves the right to reject any and all proposals in part or in whole. All proposals must be received by **5:00 PM on October 10, 2022. Only digital proposals will be accepted.** Proposals may be submitted electronically either via email to **aocrdg@nmcourts.gov** or uploaded to **Google Drive**. Please email **aocrdg@nmcourts.gov** to request the upload link to the Google Drive folder.

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

A non-mandatory **Pre-Proposal Conference** will be held at **10:00 AM on Thursday, September 15, 2022 online via Zoom**. Please email **aocrdg@nmcourts.gov** to request the Zoom link for the Pre-Proposal Conference.

**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.

Request for proposals will be available by contacting Damian Lopez-Gaston via email at **aocrdg@nmcourts.gov**.

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

AOC  
Court Operations Division  
Publish: 09/09/2022

## II. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The Administrative Office of the Courts (AOC) Court Operations Division invites interested parties to submit proposals for on-call architectural and engineering (A&E) services in connection to design, development, and construction of new project upgrades and improvements in courthouse and other judicial facilities (Court Buildings) for the Administrative Office of the Courts throughout the State of New Mexico. The purpose of obtaining this professional service is to improve the timing of delivery of services for projects as needed by the AOC. The successful Offeror will be under contract and “on-call”, and will thus be available to respond and assist with projects on a timely basis.

The AOC is interested in studying feasibility and developing design and construction documents for new projects where feasibility is acceptable, and funding is available. The respondent to this RFP will serve as the design professional for these projects upon request by AOC.

All proposals will be reviewed by the AOC’s Facilities Manager, the Facilities Project Manager, and the Court Operations Division Director. The AOC intends to select a firm based upon qualifications for this purpose.

Responding firms shall be architects and civil engineers, and may include subcontractors as necessary to complete the scope of work. Firms must be licensed to work in their respective fields as required by the State of New Mexico. Firms interested in providing services to the AOC 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. BACKGROUND

The Supreme Court of New Mexico is the primary policy making body of the New Mexico judicial system. The Administrative Office of the Courts (AOC) is the staff agency of the Judiciary. The Facilities Department of the Court Operations Division, is responsible for the planning, design, construction, real estate and asset management of facilities for the Magistrate Courts and other judicial facilities of New Mexico.

The AOC manages 45 magistrate court facilities located in 32 counties (all except Bernalillo County). Among the counties with multiple magistrate court facilities, there are four in Lea County, three in both Sandoval and Dona Ana Counties, and two each in Rio Arriba, Colfax, Valencia and Grant Counties, among others. The AOC also manages other judicial facilities related to court administration, in Santa Fe, Albuquerque, Rio Rancho, and Las Cruces.

Many of these facilities contain elements that no longer meet the needs of the Judiciary, or are in need of overdue improvements. There are several projects under review to upgrade or renovate magistrate courts as needed. In some cases, the projects may involve the relocation of the court.

### C. **SCOPE OF WORK**

The projects involve the programming, design development, and construction administration related to the magistrate court buildings and other judicial facilities, which provide space and services for a high volume of judicial proceedings in various Counties throughout the State of New Mexico. In general, the buildings include:

- Courtroom(s) with adjacent secure holding
- Hearing and Jury room(s)
- Meeting and conference rooms
- Staff breakrooms
- File archive rooms
- Court administration and Judges' offices
- Lobby/waiting areas
- Private and public restrooms
- Electrical, Mechanical, and Janitorial spaces
- IT spaces
- Secure receiving and holding areas
- Public and staff parking areas

The spaces listed above are noted for reference only. Projects encompassing other spaces may be required depending on specific locations.

Examples of on-call project work may include, but may not be limited to:

- Renovations to a facility in order to accommodate the magistrate court within it
- Studies to determine feasibility of needed renovations
- Construction engineering and management
- Design improvements for increased security
- Electrical engineering
- Drainage engineering including storm drainage and grading, parking lots, and landscaping.
- Architectural/structural engineering services
- Engineering and design for foundations, retaining walls, etc.

The project work listed above is for reference only. Projects will depend on funding and approvals by various local and state agencies. The AOC will develop one master architectural and engineering services agreement and as each project is developed, the AOC will generate an amendment to the agreement.

The goal of this RFP and agreement is to have the contractor available to develop an efficient process for the design and construction of projects so that Court Building needs can be addressed quickly and efficiently throughout the state.

The work of the contractor will include the following Scope of Basic Services. Unless revised in written addendum or amendment to this Agreement, the Architect shall provide AOC with professional services in the following areas:

The A&E Services are divided into five phases as follows:

- A. Programming Phase: This phase involves the collection of facts, analyzing the site and determining the proper operational needs of the agency for each project. Architect shall prepare a document that defines the scope of the project. The programming document shall reflect the feasibility of the project, the limits of the maximum allowable construction costs (MACC), and provide an estimate duration for construction.
- B. Design Phase: The Architect shall produce studies consisting of drawings and other documents necessary to illustrate the general planning 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 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. The Architect shall brief, and obtain the written approval from the AOC 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 AOC of the proposed design schemes, as modified by any comment during review, before commencing work on the Construction Documents Phase.
- C. Construction Document Phase: 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 AOC. These Construction Documents shall provide the detailed requirements for the construction of the entire project. The Architect shall assist the AOC in obtaining bids and in awarding and preparing contracts for construction, as directed by the AOC.
- D. Construction Management: The Architect shall work with the contractor to provide supervision of the work progress, and help manage questions and issues that arise. The Architect will assist with effective management of the project's schedule, cost, quality, safety, and scope.
- E. Project Closeout: Upon receipt of written notice that construction is ready for final inspection, the Architect shall determine if 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, if requested.
- F. Post-Construction 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.

**D. INSURANCE REQUIREMENTS**

The insurance required by Offeror are listed below.

- a. General Conditions. 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. General Liability Insurance, Including Automobile. Contractor 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 limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for AOC by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. AOC shall be a named additional insured on the policy.
- 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.

**E. DESIGNATED PROCUREMENT SPECIALIST**

The AOC has designated a Procurement Specialist who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Damian Lopez-Gaston  
 AOC Court Operations Division  
 202 E Marcy Street  
 Santa Fe, New Mexico 87501  
 Phone: (505) 699-4753  
 Email: aocrdg@nmcourts.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. Offerors may contact **ONLY** the Procurement



Specialist regarding the procurement. Other AOC employees do not have the authority to respond on behalf of the AOC. ***Any contact with any other AOC staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.***

## F. **DEFINITION OF TERMINOLOGY**

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

“***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 Specialist 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.

### III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

#### A. SEQUENCE OF EVENTS

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

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RPF	AOC	September 9, 2022
2.	Pre-Proposal Conference	AOC, Offerors	September 15, 2022
3.	Acknowledgement Form Due	Offerors	September 21, 2022
4.	Deadline to Submit Written Questions	Offerors	September 23, 2022
5.	Response to Written Questions	AOC	September 30, 2022
6.	<b>Submission of Proposal</b>	<b>Offerors</b>	<b>October 10, 2022 5:00 PM MST</b>
7.	Proposal Evaluations	Evaluation Committee	October 11-13, 2022
8.	Selection of Finalists	Evaluation Committee	October 21, 2022
9.	Oral Presentation by Finalists (if any)	Offerors	October 28, 2022
10.	Notification of Finalist	AOC	November 1, 2022
11.	Contract Negotiations	AOC, Offeror	Begins November 2, 2022

**Note:** *If the Evaluation Committee makes a selection at the Selection of Finalists, event 9 will not occur.*

**B. EXPLANATION OF EVENTS**

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

**1. Issuance of RFP**

This RFP is being issued by the AOC Court Operations Division.

**2. Pre-Proposal Conference**

A non-mandatory Pre-Proposal Conference is scheduled to occur on the date indicated in the Sequence of Events at Section III.A. Questions may be submitted at the Pre-Proposal Conference and until the date indicated in the Sequence of Events at Section III, A. **All questions must be in writing and emailed to Damian Lopez-Gaston, the Procurement Manager.** A public log will be kept of the names of potential offerors who attended the Pre-Proposal Conference.

**3. Acknowledgement of Receipt Form**

Potential offerors should email the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **September 21, 2022**. The procurement distribution list will be used for the distribution of written responses to questions and any RFP addendums. The form should be emailed to aocrgd@nmcourts.gov.

**4. Deadline to Submit Additional Written Questions**

Potential offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II, Paragraph E and sent via email. ***Any contact with any other AOC staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.***

**5. Response to Written Questions**

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Specialist no later than one (1) day after the answers or addenda were issued.

6. **Submission of Proposal**

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN 5:00 P.M. (MOUNTAIN STANDARD TIME) ON October 10, 2022 *Proposals received after this deadline will not be accepted.*** The date and time of receipt will be recorded on each proposal. **Only digital proposals will be accepted.** Proposals may be submitted electronically either via email to [aocrdg@nmcourts.gov](mailto:aocrdg@nmcourts.gov) or uploaded to **Google Drive**. Please email [aocrdg@nmcourts.gov](mailto:aocrdg@nmcourts.gov) to request the upload link to the Google Drive folder.

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 to competing offerors prior to contract award.

7. **Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Specialist. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Specialist 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.**

8. **Selection of Finalists (If Applicable)**

The Evaluation Committee may select and the Procurement Specialist may notify the Finalist Offerors on the date indicated in the "Sequence of Events" at Section III.A. Only Finalists will be invited to participate in the subsequent steps of the procurement if the Finalist process is used.

9. **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" at Section III.A.

10. **Oral Presentation by Finalists (If Applicable)**

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each Offeror presentation. Location of Offeror presentations, if any, is to be determined. Each presentation will be limited to one (1) hour in duration.

11. **Contract Negotiations**

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the "Sequence of Events" at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

**12. Contract Award**

The AOC anticipates awarding the contract on the date in the "Sequence of Events" at Section III.A. These dates are subject to change at the discretion of the AOC.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the AOC, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

**13. Right to Protest**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the AOC Court Operations Division:

Kerry Armour  
 Administrative Office of the Courts  
 Santa Fe, New Mexico  
 Phone: (505) 412-9163  
 Email: aockla@nmcourts.gov

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

**C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the AOC Procurement Regulations.

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

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal.

**2. Incurring Cost**

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

**3. 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 AOC. The AOC will make contract payments to only the prime contractor.

**4. Subcontractors**

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

**5. Amended Proposals**

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

**6. Offerors' Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Specialist. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**7. Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for sixty (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

**8. 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 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. No Obligation**

This procurement in no manner obligates AOC 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. Termination**

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

**11. Sufficient Appropriation**

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

**12. Legal Review**

The AOC 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 Specialist.

**13. 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. Basis for Proposal**

Only information supplied by the AOC in writing through the Procurement Specialist or in this RFP should be used as the basis for the preparation of offeror proposals.

**15. Contract Terms and Conditions**

The contract between the AOC and the Contractor will follow the format specified by the AOC.

**16. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the AOC and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

**17. 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 reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

**18. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Management approval.

**19. Change in Contractor Representatives**

The AOC reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the AOC, meeting its needs adequately. Any change in contractor representative must receive prior AOC approval.

**20. 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.

**21. AOC Rights**



The AOC reserves the right to accept all or a portion of an offeror's proposal.

**22. Right to Publish**

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the AOC 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. Ownership of Proposals**

All documents submitted in response to this Request for Proposals shall become the property of the AOC. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

**24. Electronic Mail Address Recommended**

A large part of the communication regarding this procurement will be conducted by electronic mail (email). It is recommended that Offeror should have a valid email address to receive this correspondence.

**25. Preferences in Procurement by AOC**

**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.*

#### **IV. RESPONSE FORMAT AND ORGANIZATION**

**A. NUMBER OF RESPONSES**

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

**B. NUMBER OF COPIES**

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

**C. PROPOSAL FORMAT**

**Only digital proposals will be accepted.** 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 typewritten on standard 8 ½ x 11 page format, with a font **no smaller than 12pt. pitch**, with nominal 1” margins and normal line spacing.

**1. 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 AOC Terms and Conditions
- e) Copy of insurance certificate
- f) Cost Proposals (**submitted as 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.

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.

## **2. Letter of Transmittal**

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 stated in Section III, Paragraph C.1;

- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix D.

## **V. 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.

### **A. INFORMATION**

#### Time Frame

The contract is scheduled to begin in or around November 2022. The AOC intends on awarding a contract with a term of two (2) years with one (1) renewal period, not to exceed four (4) years.

### **B. EVALUATION FACTORS**

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each.

#### 1. 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 execute statewide judicial building design projects as requested.
- 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.

#### 2. Evidence of Understanding of the Scope of Work

- Demonstrate a clear understanding of “on-call” services and key project elements/goals as outlined in the scope of work.
- Provide proposed approach to accomplishing on-call assignments, including specific tasks and a description of the level of effort that will be dedicated to each task required to provide a timely response when requested.

- Describe approach in managing on-call assignments 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.

### 3. Capacity and Capability

- Information regarding project team's past capability to meet schedules, provide timely initiation of requested assignments, simultaneously manage multiple projects effectively, meet budgets, and meet project administration requirements.
- Indicate relationship of the firm's/project team's current work load to the projected workload of potential on-call assignments and personnel in the New Mexico Office.
- Indicate key personnel to be assigned to this project, their specific roles, experience and background.

### 4. Past Record of Performance

- Describe previous work where Offeror has functioned in an "on-call" capacity providing rapid initiation of projects while managing several other projects effectively.
- 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 eight (8) years where the Offeror provided similar services with name of client(s) point-of-contact and telephone number or email.
- Describe and particular difficulties confronted in past projects and how the Offeror addressed and resolved issues.

### 5. Familiarity with Statewide Locations

- Demonstrate the firm's familiarity with New Mexico communities where magistrate courts are located and the ability to work on projects in those locations throughout the state.

### 6. New Mexico Produced Work

- It is AOC's goal to support New Mexico owned businesses. Indicate the volume of work by percentage to be produced by New Mexico firm(s), using New Mexico based employees.

7. Offeror's proposal contains a valid NM State Resident Business Certificate, the preference in accordance with §13-4-2 NMSA 1978, will be applied.

8. Offeror's proposal contains a valid NM State Resident Veteran Business Certificate, the preference in accordance with §13-4-2 and §13.1-22 NMSA 1978, will be applied.

**VI. EVALUATION**

**A. EVALUATION SCORING**

The AOC will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror’s attention to the factor detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee Members.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation factors outlined below. Each Evaluation Factor is assigned the follow points:

- 1. Specialized Design and Technical Competence ..... **20 points**
- 2. Evidence of Understanding the Scope of Work ..... **25 points**
- 3. Capacity and Capability ..... **25 points**
- 4. Past Record of Performance ..... **20 points**
- 5. Familiarity with Statewide Locations ..... **5 points**
- 6. New Mexico Produced Work..... **5 points**
- TOTAL POINTS..... 100 points**

**PREFERENCES**

If a proposal contains an ID-State Resident Business Certificate or Resident Veterans Business Certificate, the applicable preference will be applied

- 6. NM State Resident Business Certificate .....**5 points**

Or

- 7. Resident Veteran Business Certificate .....**10 points**

**B. EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

- 1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Specialist may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.17.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive Offerors with the highest scores will be selected as finalist Offerors ‘shortlisted’ based upon the proposals submitted. If an oral presentation is recommended the ‘shortlisted’ firms will be provided questions by the Selection Committee for their “Oral Presentations”. Each presentation will be evaluated by the Selection Committee. The oral presentation that receives the highest points and is most advantageous to the AOC, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.11. Only the points from the Oral Presentation will be calculated for most and highest qualified firms. Points from the ‘shortlisted’ evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

THIS SECTION LEFT INTENTIONALLY BLANK

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

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

**RFP 2022-12**

In acknowledgement of receipt 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 **September 21, 2022**. 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 AOC's written responses to those questions as well as RFP amendments, if any are issued.

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

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

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

EMAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

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 CONTRATOR 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 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 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

# Letter of Transmittal Form

Items #1 through 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#: A&E 2022-012**

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

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

**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*
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* 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 subcontractor 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)

**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.*)