



**RIO RANCHO PUBLIC SCHOOLS
PURCHASING DEPARTMENT
500 LASER RD NE
RIO RANCHO, NEW MEXICO 87124**

**Request For Proposals Number: RFP No. 2018-009–FAC
TITLE: Purchase of On-Call Architectural Service**

**Submittal Due Date: February 20, 2018
Time: 2:00 PM (MT)**

Rio Rancho Public Schools (“RRPS”) is seeking to establish a price agreement(s) for Architectural Service. *(Dependent upon available funding)*

All interested parties are strongly encouraged to submit a proposal for the services identified within this Request for Proposals (RFP). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in your offer submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

PROPOSAL SUBMITTALS

Proposal submittals must be submitted to the submittal address identified in ink or typed and corrections must be initialed. Proposal submittals must be in a sealed envelope and must be clearly marked with the RFP Number and Opening Date (see Submittal Due Date above) in the lower left hand corner. Failure to mark the sealed envelope may result in the offer submittal being opened early or being declared non-responsive.

Contact Person: Michael P. Madrid CPPB, Fiscal Agent

Rio Rancho Public Schools
Purchasing Department
500 Laser Road NE
Rio Rancho, New Mexico 87124
e-mail: michael.madrid@rrps.net

CONTACT INFORMATION

Any inquiries or requests regarding this procurement should be submitted to the Procurement Office in writing. Please be advised that other RRPS employees do not have the authority to respond on behalf of RRPS.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Rio Rancho Public Schools (RRPS) is requesting proposals for design Professional Services to perform Architectural Design Services on an as required basis. All potential offerors are encouraged to read this request for proposals carefully, especially mandatory requirements.

B. PROJECT CONTACTS

For questions regarding the selection process:

Michael Madrid
Purchasing Agent
500 Laser Road, NE
Rio Rancho, New Mexico 87124
(505) 896-0667, Ext. 51143
michael.madrid@rrps.net

For technical questions regarding the scope of work:

Melanie Archibeque
Executive Director, Facilities Department
500 Laser Road, NE
Rio Rancho, New Mexico 87124
(505) 896-0667
melanie.archibeque@rrps.net

C. DEFINITION OF TERMINOLOGY

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

“RRPS Board of Education” is governed by a five member elected board that sets policy and approves the annual budget. The board also hires the RRPS Superintendent who oversees the operations of the district. The RRPS Board approves all architectural and contractor selections.

“Design Professional” is the legal entity qualified to do business in the State of New Mexico that employs an individual or individuals licensed to practice the discipline or disciplines for the services to be performed under this Agreement.

“Award of Contract” shall mean a formal written notice by the District that a firm(s) has/have been selected to enter into a contact for services.

“Contract” means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Contractor” means successful Offeror awarded the contact.

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

“District Representative” is the individual who is an employee of the school district, named in this Agreement, with the authority to act for RRPS with respect to this Agreement unless otherwise specifically noted.

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

“Entity” means the District for the purposes of Section 13-1-120(B)(6), NMSA 1978; Evaluation Criteria; and is the entity requesting proposals.

“LEED” (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings, created and administered by the U.S. Green Building Council.

“MACC” means the maximum allowable construction cost as defined by the Design Professional contract.

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

“Owner” is the Board of Education of the Rio Rancho Public Schools (RRPS).

“Proposal” is the Offerors response to this RFP.

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

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

“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 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 RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

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

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

“User contact” is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

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

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

D. BACKGROUND INFORMATION

Rio Rancho Public Schools was founded in 1995 and is the third largest school district in New Mexico with 2,340 staff members. Enrollment, as of December of 2015, includes 17,227 students across 19 schools (1 preschool, 10 elementary schools, 4 middle schools and 3 high schools and 1 district office). District enrollment growth is currently flat; the district anticipates opening one additional elementary school in the next five years.

II. 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 Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Estimated Date</u>
1.	Advertisement	February 04, 2018
1.	Issue RFP http://rrps.net	February 05, 2018
2.	Deadline To Submit Additional Questions	February 09, 2018 @ 2:00 p.m.
3.	Response to Written Questions/RFP Amendments/Addendum will be posted on the Procurement Website http://rrps.net (If Required)	February 12, 2018
4.	Submission of Proposal	February 20, 2018 @ 2:00 pm
5.	Proposal Evaluation	TBD
6.	Multiple Award	TBD
7.	Pre-Interview meeting (If required)	TBD
8.	Notice of Finalists (If required)	TBD
9.	Interviews with Finalists (If required)	TBD
10.	Notice of Award	TBD
11.	Contract Negotiations	TBD
12.	RRPS School Board Approval	TBD

B. EXPLANATION OF EVENTS

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

2. **Deadline to Submit Additional Questions/Clarifications/Site Visits** - Potential Offerors **may** submit additional written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Purchasing Agent. Between the time of issuance of the RFP and the submission deadline, prospective Offerors are encouraged to call the District Representative concerning any questions about the scope of the project or the RFP schedule.

 Prospective Offerors are also encouraged to visit with the District Representative. After the proposal submission due date, the Offerors are not allowed any contact with the district representative.

3. **RFP Amendments/Addendum** Should an amendment/addendum to this RFP be deemed necessary between the issuance of the RFP and the proposal submission deadline, it will be posted on the Procurement Website <http://rrps.net>. The form **must be downloaded by the offeror** signed by the Offeror's representative, and included with the response to this

procurement. Please refer to the sequence of events section for an exact date when the amendment/addendum would be posted.

4. Submission of Proposals

ALL OFFEROR PROPOSALS **MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PURCHASING AGENT OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON February 20, 2018. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to:

Agency: Rio Rancho Public Schools
Name: **Michael Madrid CPPB**
Title: Purchasing Agent
Address: 500 Laser Rd., NE
Rio Rancho, NM 87124
Telephone: 505-896-0667
Email: michael.madrid@rrps.net

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the Professional Architectural Services RFP. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

Proposals will be reviewed, for completeness and compliance with requirements, by the Purchasing Agent, or designee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that Determination.

5. Proposal Evaluation/Short listing - The evaluation of proposals will be performed by the Selection Committee appointed by Rio Rancho Public Schools management. During this time, the Purchasing Agent may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

It is at the Selection Committees sole discretion to hold interviews with the firms with the highest scored proposals. The Selection Committee may award the selection based on results of the short listing. If fewer than three proposals are received the Selection committee may recommend an award or direct that the RFP be reissued.

6. Multiple Awards – If the Selection Committee makes a determination that interviews are to be held, or that no interviews will be held depending on the solicitation, the District reserves the right to award a contract to more than one Offeror based on technical expertise, capabilities, or capacity to perform the work within the timelines required for the work to be accomplished.

The award shall be made to the responsible offeror or offerors whose proposal is most advantageous to RRPS, taking into consideration the specified evaluation criteria and/or any other pertinent factors. RRPS reserves the right to waive technical irregularities in the form of the bid or proposal of the low bidder or offeror which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid or offer. RRPS shall provide a written determination showing the basis for the award, which shall become a permanent part of the procurement file.

The contents of any proposal shall not be available to competing offerors or any other person without a lawful interest during the negotiation process or until the contract is awarded. Upon award, unless exempted under the confidentiality provision, all proposals are open and available for public inspection.

The schedule of payment will be as agreed upon during final negotiations or upon receipt of good/service as applicable. All proposals will be considered valid for a period of 90 days unless otherwise stated by the offeror.

Once awarded, any contract issued as a result of this solicitation will be the final expression of the agreement between the parties and may not be altered, changed or amended except in writing. The contract between RRPS and the successful offeror shall be deemed to contain the terms and conditions of this request for proposal, unless expressly stated otherwise in writing.

Any offeror who is aggrieved in connection with an award or any other procurement action may protest to the Rio Rancho Public Schools Procurement Division. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

7. **Pre-Interview Meeting (If Required)** – Included, with the notice to firms selected for interview, will be a notice of date and time for the pre-interview meeting. The pre-interview meeting may be held by the District Representative, to answer questions from the short listed firms about the interview process. Also, at the Pre-Interview meeting, the Selection Committee may issue, through the District Representative, the list of prepared questions to be addressed by the firms at the interview. These questions are the basis of scoring by the committee.
8. **Notice of Finalists** – Each responsive Offeror will be notified in writing as to the results of the short listing. This notice will include the overall scores awarded by the Selection Committee for all proposals submitted and will note firms selected for interviews. In general, the Selection Committee attempts to mail notices two weeks prior to the interview date. A public log will be kept with the names and overall scores of all Offerors short listed for interviews.
9. **Interviews with Finalists** – For those proposals selected for interview, notices to finalists will include the interview date and time. Interviews are generally held at the office of the District. The interview location may be changed at the discretion of the Selection Committee. Scoring for the interview will be based on responses to questions presented at the pre-interview meeting. Interview scoring will total approximately 100 points. The

points will be equally divided between the prepared questions and points will be allocated by each member. Each member's point totals will be totaled together to determine the overall scoring of firms for the interview.

The firm(s) with the highest combined scores from shortlist and interview (if held) may be awarded the selection.

10. **District Rights** - The District may reserve the right to make multiple awards depending on the expertise, technical capabilities or capacity of the offeror(s) to perform the work within the timelines required for the work to be accomplished.

The district reserves the right to assign projects.

11. **Notice of Award** – The District will notify finalists in writing of the final award(s). This notice will include the interview scores of firms and final combined scores for the project award(s). At this time, all proposals that were submitted are open for public inspection for a period of 30 days after the award.

12. **Contract Negotiations** – The Owner and the successful Offeror(s) will begin contract negotiations as soon as possible after notice of award. DESIGN PROFESSIONAL fees are determined during contract negotiations and depend on such factors as project size and complexity as related to the approved DESIGN PROFESSIONAL Rate Schedule. If contract negotiations are not finalized within a reasonable period of time, the Owner will conclude negotiations with the selected firm and begin negotiations with the next highest scored firm based on final scoring.

13. **RRPS School Board Approval** – The award is not final until approved by the RRPS School Board.

C. GENERAL REQUIREMENTS

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

1. **Protest Deadline -** Any protest by an Offeror must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protester and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address

Name Michael Madrid, CPPB
Title Purchasing Agent
Address: Rio Rancho Public Schools
 500 Laser Road, NE
 Rio Rancho, NM 87124

Telephone: (505) 896-0667, Ext 51137
E-Mail: michael.madrid@rrps.net

Protests received after the deadline will not be accepted.

2. **Incurring Cost** - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. **Subcontractors** - All work that may result from this procurement must be performed by the offeror for payments will only be made to the offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, subcontracting of work is not acceptable.
4. **Amended Proposals** – An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. District personnel will not collate or assemble proposal materials.
5. **Offeror’s Rights to Withdraw Proposal** - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror’s duly authorized representative(s) addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
6. **Disclosure of Proposal Contents** - The proposals will be kept confidential until Contracts are awarded by the RRPS Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Confidential data are 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, Sections 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 Rio Rancho Public Schools Purchasing 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.

7. **Termination** - This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Rio Rancho Public Schools.

RRPS may by written notice cancel contract for contractor's default in whole or in part, at any time contractor refuses or fails to comply with the provisions of the contract, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, RRPS may purchase of otherwise secure item(s) or service(s) and, except as may be otherwise provided; contractor shall be liable to RRPS for any excess costs occasioned thereby.

If after notice of cancellation for default, RRPS determines that the contractor was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the contractor, cancellation shall be deemed for the convenience of RRPS, unless RRPS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet requirements.

RRPS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. RRPS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorate order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by RRPS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

If RRPS determines that contractor has been delayed due to causes beyond the control and without the fault and negligence of the contractor, RRPS may extend the time for completion when promptly applied for in writing by the contractor. Sole remedy of contractor in event of delay by failure of RRPS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. Contractor is defined as the contractor and any sub-contractors at any tier.

8. **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 Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

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

9. **Standard Contract** – The Owner will use the RRPS document agreement between Rio Rancho Public Schools and the Design Professional.

10. **Offeror Qualifications** - The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in 13-1-83 and §13-1-85 NMSA 1978.
11. **Right to Waive Minor Irregularities** - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
12. **Notice** - The Procurement Code, 13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
13. **Release of Information** – Only the Owner is authorized to release information about projects covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
14. **Project Reporting** – In addition to planning and program meetings with the Owner, Owner representative and User Agency Representative as needed, the Offeror is expected to visit at least once a week during the construction phase, or as modified by contract agreement.
15. **Ownership of Documents** – The DESIGN PROFESSIONAL Contract will require that the drawings, specifications and other project documents are the property of the Owner. The DESIGN PROFESSIONAL contract has certain requirements as to the rights and responsibilities of the Owner and Architect/Engineer.

All documents submitted in response to the RFP shall become the property of the Agency.
16. **Clarifications from Offerors** – The DESIGN PROFESSIONAL Selection Committee or designee, after review of the proposal and/or Interview may request clarifications on information submitted by any and all offerors.
17. **Public Meetings** – RRPS requires community involvement in its various building projects; therefore, the successful firm(s) must be prepared to make presentations to and interact with the school board, school staff and community as necessary.
18. **Document Review Meetings** – The Design Architect and his/her team will be required to attend review meetings at various stages of the project. Certain projects may require a pre-selection process for mechanical systems prior to bid; the design architect is expected to participate and accommodate it in the project schedule.
19. **Construction Schedule** – the course of the construction will be carefully coordinated by the Design Architect to insure the completion of the project in a timely manner.

20. **Bidding** – When the contract documents are approved for bidding the Design Architect work with the Procurement Division to determine appropriate bid opening and advertisement dates, filing for wage rates, coordination of printing and plan distribution. Advertising in local newspapers will be done by Procurement.
21. **Bid Opening** – Attendance by the Design Architect is mandatory at the Bid Opening as well as field observation and administration of construction documents.
22. **RRPS Approvals** – RRPS approval will be required for problem resolution, change orders and all other matters pertinent to the project.
23. **LEED/Energy Efficiency** – Rio Rancho Public Schools has a continuing interest in increasing the energy efficiency and decreasing the negative environmental impact of new school buildings. To that end, the successful firm must be prepared to address these issues as they relate to the USGBC LEED for Schools Rating System. RRPS will pursue a minimum of LEED Silver certification for any new stand-alone building. Pursuing LEED certification will also be considered on all other projects (remodels/additions/renovations etc.) RRPS maintains its own electrical, mechanical and other standards which must be followed and are not at the discretion of the architectural firm. As part of the energy efficiency commitment, all stand-alone buildings will be registered and tracked in EPA’s Portfolio Manager database, which determines the buildings Energy Star score. On PSFA – supported projects, NMSA 1978 requires an Energy Star rating of 75 or higher.
26. **RECORDS, STATUTES** – Records shall be maintained by the successful Offeror as required by applicable municipal, federal or state laws, ordinances, codes, and any contract arising from this solicitation. At any time during normal business hours and as may be deemed necessary, there shall be made available to RRPS for examination all of contractor’s records relevant to this or any subsequent agreement. RRPS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

The proposal and any subsequent contract are to be governed by the laws and statutes of the state of New Mexico. Any provision required to be included in a contract of this type by an applicable valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

27. **INDEMNIFICATION** – Offeror agrees to defend, indemnify, and hold harmless RRPS and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the contact under this agreement.
28. **CONFLICT OF INTEREST** – Offeror warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent

fee excepting bona fid employees or bona fid established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business. For violation or beach of this warrant, RRPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this proposal the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the fee competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

29. **AWARD PROVISIONS** – If the offeror has otherwise qualified sufficiently, RRPS reserves the right to assign a particular project based on the specialized expertise and strengths of an offeror. Typically projects will be assigned based on ranking by the selection committee, however should a project require specialized requirements, the district reserves the right to assign certain projects regardless of ranking based on the best interest of the district.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Only one proposal may be submitted by each individual entity for the project(s), which is the subject of this RFP.

B. NUMBER OF COPIES

Offerors shall provide one original (1) and five (5) identical copies of their proposal to the location specified in Section II, paragraph B, and one digital copy on or before the close date and time for receipt of proposals.

C. PROPOSAL FORMAT (The following items are not counted against the 20 Page limitation)

- Front cover (blank on back side)
- Submittal Letter (one page maximum)
- Table of Contents page (one page maximum)
- Divider Pages (See Sections Below)
- Completed Campaign Contribution Disclosure Form (Provided at the end of this RFP)
- Resident Veterans Preference Certification (provided at end of this RFP)
- Certificate(s) of insurance
- Conflict of Interest and Debarment /Suspension Certification Form (provide at end of this RFP)
- Offeror Information Signature Page
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECICALLY EXCLUDED, AS NOTED ABOVE – SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM.

Divider Pages are noted herein. The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under V. EVALUATION.

- | | |
|-----------|---|
| Section 1 | Business Profile |
| Section 2 | Capacity and Capability |
| Section 3 | Past Record of Performance |
| Section 4 | Proximity/Familiarity w/Site(s) |
| Section 5 | Design Work produced in-state |
| Section 6 | Volume of Work Previously Done |
| Section 7 | - Attachments |
| | - Insurance Certificate must be provided |
| | - Project Listing Form must be provided |
| | - Campaign Contribution Disclosure Form must be provided |
| | - Resident or Veterans Resident Certificate must be must be provided (A COPY OF ANY AND ALL CERTIFICATES IS REQUIRED TO RECEIVE POINTS) |
| | - Conflict of Interest and Debarment/Suspension Certification Form |
| | - Offeror Information Signature Page |

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

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

1. Proposal Organization - All pages should be numbered except for those specifically excluded

as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as

such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each

evaluation criteria, Section 1 through 7, are helpful.

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

- a. Identify the submitting business, including valid resident certificate number (copy of certificate is required);

- b. Identify name and title of the person(s) authorized by the company to contractually obligate the business for purposed of this RFP ;
- c. Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- d. Be signed by a person authorized to contractually obligate the Offeror;
- e. Acknowledge receipt of any and all amendments to this RFP;
- f. Contain a statement indicating a commitment to comply with all requirements of the Americans with Disabilities Act as currently required for work performed as a result of this RFP;
- g. Contain a statement indicating a commitment to comply with the ASHRAE STANDARD, ASHRAE/IES 90.1-2001, Energy Efficiency Design of New Buildings, and the New Mexico Model Energy Code. Also, that designs will incorporate water conserving fixtures and features;
- h. If a joint proposal, contain a statement indicating the percentage of services to be completed by the nonresident business based on the dollar amount of the fee proposed in Section IV and;
- i. Contain a statement indicating a commitment to LEED and in achieving a LEED Silver Certification for any new stand-alone RRPS building.
- j. Contain a statement indicating a commitment to energy efficiency for all RRPS projects.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

ARCHITECTURAL AND ENGINEERING SERVICES:

Architectural and Engineering Services required for each of the projects being solicited in this RFP will include site master plan review and evaluation, program review and evaluation, programming, schematic design, design development, construction documents, construction administration, review and evaluation of issues through the warranty period and beyond if needed, and portable re-location planning studies, documents and coordination if needed.

The Design Standards/Guidelines are required to be utilized on this contract by the Design Professional.

Fees will be based on the scope of work and a percentage of the maximum allowable construction cost (MACC). The base fee shall not be changed because of an increase or decrease in the MACC, but may be adjusted in the event of a change in the Scope of Work.

Once contract for architectural services is awarded, RRPS reserves the right to revise any project as needed. Prior to construction bidding phase it may be necessary either to reduce or eliminate a portion of the project, or to add within the same general scope of work. Change orders may also occur.

All documents prepared by the design professional including drawings and specifications are considered to be instruments of professional service. It must be noted that all contacts between RRPS and a design professional for the construction of new buildings or for the remodeling or renovation of existing buildings are required to contain the provision that all designs, drawings, specifications, notes and other work developed in the performance of the contract are the sole property of Rio Rancho Public Schools. Since all plans and specifications developed in the performance of the contact are to become the property of RRPS upon completion of the work, RRPS agrees to hold harmless, indemnify and defend the design professional against all damaged claims and losses, including defense costs, arising out of any new reuse of the plans and/or specification without written authorization of the design professional.

A copy of all designs, drawings, and other materials that are the property of RRPS shall be transmitted to RRPS where they will be indexed and maintained in a record center.

Construction Drawings for these projects are to be provided to RRPS in accordance with version 3.1 of the U.S. National CAD Standard. Upon completion of any project the electronic CAD files of the construction drawings formatted in accordance with version 3.1 of the U.S. National CAD Standards must also be provided. Said documents will be considered as project specific and will not be otherwise used without the permission of the design professional.

B. SPECIFICATIONS

1. **Submittal Letter** – Proposals must include a submittal letter and should include all the information identified in Section III.C.2
2. **Format** – Comply with requirements of Section III
3. **Errors and Omissions Insurance** – Your response must include a current certification of professional liability (error and omissions) in the amount of at least \$1,000,000 per occurrence/aggregate. If your certificate will be mailed separately by your agent or otherwise delivered outside of your package, please note in your response. If your certificate cannot be accounted for by the procurement official opening the RFP, your proposal will be disqualified. Your firm will also be required to maintain said professional liability for a minimum of three (3) years from the date of substantial completion including all change orders.

If you do not currently carry this amount of insurance, send proof of your coverage as it exists now. Upon award, you will be required to provide the additional amount prior to beginning any work. Please provide a statement indicating that you understand this requirement and will or will not comply.

C. BUSINESS INFORMATION

1. **Staff Role** – The Owner will assign staff, as it deems necessary for the project.
2. **Existing Information** – One copy of project-related information in the possession of the Owner will be available to the Contactor subsequent to contract execution.
3. **Electronic Data and Record Documents** – The final contract documents shall be prepared using computer technology. Final Record Drawings shall be provided to the Owner in both Adobe Acrobat PDF format and AutoDesk AutoCAD format. AutoCAD drawing files shall be configured so that each drawing sheet is contained on one “bundled”, stand-alone DWG file. Final Specifications shall be provided to the Owner in both Adobe Acrobat PDF format and Microsoft Word format. .

V. EVALUATION

A. EVALUATION CRITERIA

IMPORTANT: Offeror needs to ensure that the response provided addresses the six evaluative areas including proximity to or familiarity section four. The response should identify working knowledge and experience with RRPS standards.

1. **Short listing** – A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection. A resident business, pursuant to Section 13-1-22 NMSA 1978, shall be awarded the equivalent of five percent of the total possible points to be awarded. When a joint proposal is submitted by both resident and nonresident business, the resident preference shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the fee proposed in Section IV that will be performed by a nonresident business. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are as follows:

	Factor	Points
1.	Business Profile/Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required	25
2.	Capacity and capability of the business to perform the work, including any specialized services and consultants within the time limitations	20
3.	Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules	35
4.	Proximity to or familiarity with the area in which the project is located	10
5.	The amount of design work that will be produced by a New Mexico business within the State	10
6.	ATTACHMENTS	
	Insurance certificate	
	Project Listing Form must be provided	
	Campaign Contribution Disclosure Form	
	Resident or Veterans Resident Certificate Must be provided	
	Conflict of Interest and Debarment/Suspension Form	
	Offeror Information Signature Page	
	Total Points without Oral Presentation/Interview	100
	Total (100 Points with Oral Presentation/Interview if required)	200

2. **Interview** – Approximately 100 points are possible in scoring each interview for this RFP. The selection Committee will provide at the pre-interview meeting, a list of questions relevant to the project. These questions shall be addressed by the firms at the interview. Each question will carry equal point value. The interview will allow time for a question and answer session in response to the prepared question.

B. SHORT LIST EVALUATION FACTORS

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

1. **Business Profile/Specialized Design** – Provide information about the firm’s specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past design projects and the corresponding applications to the proposed scope of work.
2. **Capacity and Capability** - Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.
3. **Past Record of Performance** - Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.
4. **Proximity to or Familiarity with Rio Rancho School District** - Demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for design, construction and administration of the project. Indicate previous knowledge or experience regarding the Rio Rancho School District location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs. Familiarity with RRPS as the client and owner as well as familiarity with RRPS Design Standards and other miscellaneous RRPS guidelines and familiarity with E-Builder.
5. **New Mexico Produced Work** - It is in the State's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico firm or firms.

Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that firm or firms. Provide evidence of Resident Business status.

6. **Campaign Contribution Disclosure** – Each prospective offer must include as part of their submittal the Campaign Contribution Disclosure Form included in this RFP with all portions completed, including any required attachments.

C. **EVALUATION PROCESS**

1. **Notice of Non-Responsiveness** – For any proposal submitted which is deemed non-responsive, the Offeror will be notified in writing of such determination and the method for protesting the determination.
2. **Selection Advisory Committee** – All committee members will be in attendance at all meetings. In the event of the unforeseen resignation of a committee member due to illness or other extenuating circumstances, the Selection Advisory Committee reserves the right to replace that individual with an appropriate designee or to continue with the remaining members only. The full committee will be maintained unless the process has evolved beyond the point where a designee could reasonably recover full knowledge of the prior proceedings. In this event, selection will be based upon the scores of the remaining members.
3. **Short listing Meeting** – The Selection Committee established by Section 13-1-121 NMSA 1978 will meet to review the proposals. The Selection Committee will review each Offeror's proposal. Points will be allocated as outlined in Section V.A. and B. of this RFP, by each member of the committee. Each member's point totals will be combined to determine the Selection Committees overall scoring of the firms. If more than three proposals are submitted, it is the general practice of the Selection Committee to hold interviews with the three high-scored proposals.
4. **Notice of Finalists** – Each responsive Offeror will be notified in writing whether their proposal has been short listed. In general, the Selection Committee attempts to mail notices two weeks before the interview date. A public log will be kept of the names and scores of all Offerors short listed for interviews.
5. **Pre-Interview Meeting with Finalists** – the pre-interview meeting will be held by the District Representative to answer questions from the short listed firms about the interview. In addition, the Selection Committee shall issue, through the District Representative, to the short listed firms a list of prepared questions to be addressed at the interview. The prepared questions will be the basis of scoring at the interview.
6. **Interviews with Finalists** – For those firms included in the interview, notice of finalists will include the interview date and time as well as the date and time for the pre-interview meeting. Interviews are generally held at the District Office, unless otherwise scheduled at the discretion of the committee. Scoring for the interview will be based on responses to the questions presented at the pre-interview meeting. Interview scoring will total approximately 100 points, equally divided between the prepared questions. Points will be allocated, by each member. The individual member scores will be totaled together to determine the overall score of firms for the interview.

7. **Final Scores** – The combined scores from shortlist and interview determine the final scores. The firm with the highest score shall be awarded the selection.

However, the District reserves the right to make multiple awards depending on the expertise, technical capabilities or capacity of other offerors to perform the work within the timelines required for the work to be accomplished

If the offeror has otherwise qualified sufficiently, RRPS reserves the right to assign a particular project based on the specialized expertise and strengths of an offeror. Typically projects will be assigned based on highest scores by the selection committee, however should a project require specialized requirements, the district reserves the right to assign certain projects regardless of ranking based on the best interest of the district.

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO. 2018-009-FAC On-call Architectural Service

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 that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an 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 the 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 federal, 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.

“**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 who 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 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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 B
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 ending December 31 is less than \$3M 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 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, when 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.

Representative)*

(Date)

(Signature of Business

*Must be an authorized signatory for 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 =award of the procurement involved if the statements are proven to be incorrect.

APPENDIX C

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
RFP NO. 2018-009-FAC
On-call Architectural Service**

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Rio Rancho Public Schools in response to the above referenced request for proposals.

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX D

OFFEROR INFORMATION/SIGNATURE PAGE

**RFP NO. 2018-009-FAC
On-Call Architectural Service**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

ALTERNATE CONTACT _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

ALTERNATE SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

AGREEMENT BETWEEN
THE RIO RANCHO PUBLIC SCHOOL DISTRICT AND PROFESSIONAL SERVICES CONSULTANT
AGREEMENT NUMBER _____

1. PARTIES TO THE CONTRACT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand Eighteen

BY AND BETWEEN the:

Rio Rancho Public School District

hereinafter called the "Owner", and:

Vendor Company Name

hereinafter called the "Consultant".

WHEREAS, with its request for proposals numbered RFP No. 2018-009-FAC, Owner solicited proposals for certain Consulting services;

WHEREAS, Owner selected Consultant's proposal as being one of the most advantageous and awarded the work to Consultant;

WHEREAS, Owner and Consultant desire to enter into a written agreement for Consulting services;

WITNESSETH:

2. PROJECT

That for and in consideration of the mutual covenants and agreements herein contained to be well and faithfully performed, the parties hereto agree as follows:

The Owner agrees to employ and does hereby employ and engage the Consultant, under the terms and conditions in this contract provided, to perform for the Owner all pertinent Professional Services, on an as needed basis, as described in Request for Proposal RFP No. 2018-009-FAC

On an as needed basis, Consultant shall provide licensed Professional Services to perform work related to existing facilities, estimates of probable construction costs and various remodeling, retrofit and new construction projects. Services may also include but are not limited to preparation of long-range campus planning, feasibility studies, space usage and utilization, land usage, programming, design development, construction documents, and construction administration. During the term of this agreement, each project will be identified and a scope of work will be provided by the Owner.

Vendor Company Name

3. THE OWNER'S RESPONSIBILITY

THE OWNER AGREES:

(a) To prepare and to furnish to the Consultant, if considered necessary, a written outline, hereinafter called the Project Program, of requirements showing the general nature, size, accommodations, and such other requirements as may be necessary to enable the Consultant to prepare a “not to exceed cost proposal” utilizing Exhibit A, “Work Order Release Form”. Owner shall identify the scope of the requested services for each Project as outlined below.

(b) To designate specific representatives of the Owner to act in behalf of the District.

(c) To furnish the Consultant, if required, a certified survey of the site giving as required, grades and line of streets, alleys, pavements, and adjoining property; rights of way, restrictions, easement, encroachments, zoning, deed restrictions, boundaries, and contours of the building site; locations dimensions, and complete data pertaining to existing buildings, other improvements including landscaping; full information as to available service and utility lines, both public and private; also to furnish soil tests, test borings, material tests, and other special architectural data as may be mutually agreed upon by the Owner and the Consultant, to the best of the Owner's capabilities.

(d) Not Used

(e) To give thorough consideration to all sketches, estimates, working drawings, specifications, proposals and other documents submitted by the Consultant, and to inform the Consultant in writing of its decisions within a reasonable time so as not to interrupt or delay the work of the Architect.

(f) To arrange and pay for such legal, auditing, and insurance counseling services as may be required for the Project.

(g) To give the Consultant written notice of any change in the quality and scope of the Project.

(h) To furnish, at its own expense and option, Construction Management Services.

(i) Not Used

(j) To give prompt written notice to the Consultant of any defects in the Project which the Owner observes or otherwise becomes aware of.

4. SERVICES TO BE PERFORMED BY THE CONSULTANT

The Consultant agrees to perform all necessary Professional Services as provided for in each Owner authorized and approved Purchase Order Release as enumerated below:

(a) After receiving the Owner's written outline of requirements, called the Project Program, visit the site with the Owner's designated representative in order to become familiar with all governing site conditions. The Consultant will meet with the Owner's representatives as required to confirm the program requirements, and review the budget and schedule.

(b) To submit a written “Work Order Release Form” to the Owner incorporating a declaration as to the suitability of the site and the Architect's ability to formulate the Project with the Owner's outline of requirements. The Work Order Release Form shall include a detailed written proposal for performing the services and accomplishing the work as described in the Project and a “not to exceed” fee proposal for such services and work. The

“not to exceed” fee proposal shall be broken down into specific hours and shall identify all consultant and reimbursable costs to perform the services and accomplish the work as described. Work Order Release Form shall include a preliminary estimate of the time and fees required to complete the services required by the Consultant. See Exhibit A.,

(c) Owner’s approval and acceptance of such “Work Order Release Form” offer shall be in writing and issued as a Purchase Order Release against this Agreement.

(d) To attend such conferences with the Owner's designated representatives as may be requisite to a complete understanding of each Owner identified Project Program. The Consultant will publish and list in writing a record of mutual understanding with the Owner concerning each Project scope and objectives.

(e) To prepare schematic drawings incorporating the functional requirements as furnished by the Owner and to make such schematic drawings as may be requested by the Owner until an acceptable scheme has been devised.

(f) To furnish a statement of probable construction cost with the schematic drawings. This cost estimate will be in the format of divisions used by the Construction Specifications Institute (CSI).

(g) After written approval of schematic (35%) drawings by the Owner, to prepare design development drawings in accordance with the approved schematic drawings and the Owner's outline of requirements including floor and reflected ceiling plans; wall and building sections; interior and exterior elevations; perspectives; plumbing, mechanical and electrical diagrams; outline specifications; and a site plan with layout for walks, drives, parking, planted areas and vegetation. Corrections or revisions will be made as necessary to obtain the Owner's approval.

(h) To furnish a statement of probable construction costs with the design development drawings. This cost estimate will be in the format of divisions and subdivisions used by the Construction Specifications Institute (CSI).

(i) After written approval of the design development (65%) drawings by the Owner, to prepare working drawings, specifications, proposal forms, and other documents in such detail as may be required to obtain competitive bidding on either the whole or any division of the work, said drawings and specifications being an amplification of the approved design development drawings. All drawings and specifications will be in compliance with applicable building codes, ordinances, and other lawful regulatory authorities. Corrections or revisions will be made as necessary to obtain the Owner's approval.

(j) Upon completion of 65% of the working drawings and specifications, the Consultant will furnish one (1) full size set of said drawings and specifications to the Owner for checking and review. The cost of this printing is reimbursable. The Consultant will attend and participate in a "65%" review meeting with the Owner.

(k) To furnish a cost estimate with the working drawings. This cost estimate will be in the format of divisions and major subdivisions, as applicable, used by the Construction Specifications Institute (CSI).

(l) Upon 95% completion of the working drawings and specifications, the Consultant will furnish one (1) full size set of said drawings and specifications to the Owner for

checking and review. The cost of this printing is reimbursable. The Consultant will attend and participate in a "95%" review meeting with the Owner.

(m) At all times during the conduct of this work, to permit the drawings under preparation to be reviewed by the Owner or its authorized representative.

(n) Will assist the Owner in preparing and presenting the project for the approval of any governmental agency the Owner's representative determines appropriate.

(o) Will coordinate the efforts with the Owner's representative for setting up a PreBid Conference two weeks prior to advertising for Bids, and a PreConstruction Conference after award of Bid.

5. CONSULTANT'S SERVICES DURING BIDDING AND CONSTRUCTION

The Consultant's services during construction will consist of:

(a) The review of all bids, proposals, alternates or substitutions to the Owner, followed by written recommendations as to their acceptance or rejection.

(b) An initial visit to the site as soon as construction work has been authorized, for the purpose of assisting the Contractor or Construction Superintendent to locate the building thereon in conformity with the plot plan and to assist in establishing the necessary "datum" for determining levels and grades.

(c) Periodic visits to the work in progress to determine the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. Keep the Owner informed of the progress of the work and will endeavor to guard against defects and deficiencies in the work of the Contractors, and may condemn work as failing to conform to the Contract Documents. The Consultant will consult with the Owner prior to condemning work.

(d) The issuance of monthly Certificates for Payment for the amount owing the Contractor. Determine this amount from observations of the progress of the work and the Contractor's Application for Payment. These Certificates will constitute a representation to the Owner, based on such observations and the data comprising the Application for Payment, that the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents. He will conduct inspections to determine the dates of substantial and final completion and issue a final Certificate of Payment.

The Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the Contract for Construction. The Consultant will not have control over or charge of acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the work.

(e) The checking and approving of samples, schedules, shop drawings and other submissions for conformance with the information given by the Contract Documents.

(f) The furnishing of all interpretations, details or incidental services necessary for the proper execution of the work, including the selection of colors, textures, and finishes, unless

otherwise noted, and coordination information for HVAC Testing, Adjusting and Balancing and Building Commissioning.

(g) The issuance to the Contractor of any change order and/or construction change directive which substantially alter the function, quality, appearance or cost of the finished work. Such change orders or construction change directives will have the prior approval of the Owner's authorized representative before they become effective. Two (2) copies of change orders or construction change directives will be sent to the Office of the Owner at the time of issuance. The Consultant may authorize minor changes in the work not involving an adjustment in the Contract sum or an extension of the Contract time which are not inconsistent with the intent of the Contract Documents.

(h) Within sixty (60) days after Final Completion of the Work, the Project Consultant shall furnish the District, at no additional cost, copies of "Construction Documents" as follows: One "Record Drawing" full size set of the Drawings printed on bond paper; one bound sets of the "Record Drawing" Project Manuals; Labeled CD's with a complete electronic set of the "Record Drawing" Drawings in AutoCAD format and the "Record Drawing" Project Manual in MS Word format. All copies must be of the final working drawings and specifications, including all revisions (addendums, change orders, etc.) that may have been made during the course of the project. Revisions and changes must be annotated on the sheets affected, and cross-referenced between the Drawings and Project Manual. Each sheet of the Drawings and the cover of the bound sets of the Project Manual must be prominently noted "Record Drawings". All are to be delivered to the Owner's Representative as a condition to Final Payment to the Consultant.

(i) The issuance of a Certificate of Substantial Completion when all work called for by the drawings and specifications has been substantially completed and the Project can be occupied by the Owner. The Consultant will review for compliance with the Contract Documents the warranties, guarantees, record documents, and other closeout items required by the Contract Documents to be delivered by the Contractor as a condition to final payment to the Contractor.

(j) Schedule and administer progress meetings between the Owner's Representative, the Contractor, and pertinent Subcontractors and Suppliers.

(k) Prepare a punch list for final completion, conduct reviews to determine the date of final completion, receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and issue a final certificate for payment upon compliance with the requirements of the Contract Documents.

(l) Making a site visit of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts.

6. EMPLOYMENT OF SUB-CONSULTANTS

The Consultant agrees to employ competent civil, structural, mechanical, electrical, landscape and other professionals, and such consultants, not otherwise employed by the Owner, as may be necessary for the proper design and construction of this Project. The Consultant will furnish to the Owner a list of these Sub Consultants for prior approval before engaging them.

The Consultant ensures that services performed by the design professionals under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members

of the profession currently practicing under similar conditions, and will be in accordance with sound professional standards, and the requirements of this Agreement.

7. AUTHORIZED AGENT OF THE OWNER

The Consultant agrees that the performance of all work required under the terms of the employment is to be subject to the direction of the Owner or person designated by the Owner. Such person designated by the Owner will be the authorized agent and representative of the Owner. All information or directions desired or required by the Consultant for the performance of his work and services hereunder will be obtained from said authorized agent and representative.

8. PROFESSIONAL LIABILITY INSURANCE

The Consultant will procure and maintain during the life of this contract, Professional Liability Insurance in an amount not less than \$1,000,000 each occurrence. The insurance coverage will not be canceled or materially changed except after thirty-days (30) written notice has been provided to the Owner. The Consultant will furnish the Owner copies of Certificates of Insurance showing the coverage, limits of liability, covered operations, effective dates and dates of expiration of policies of insurance carried by the Consultant. Said coverage will be maintained for a period of three (3) years after the date of final payment hereunder.

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents. The liability of the Rio Rancho Public Schools shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-41-1 et seq., NMSA 1978, as amended.

9. ASSIGNMENTS AND SUCCESSORS

The Consultant agrees not to sublet, sell, nor assign this agreement, nor any portion of the work included herein, and not to enter into a partnership with any person or persons without the written permission of the Owner.

10. DISABILITY OR DEATH OF CONSULTANT

If the Consultant is a sole practitioner and becomes incapacitated, a representative will promptly deliver to the Owner all drawings and papers relating to the work and services hereunder. The Owner will pay to the Consultant or the estate such equitable proportion of the remuneration provided herein as the work actually done by the Consultant at the time of such stoppage bears to the whole of the work required to be done by the Consultant under the terms of this agreement.

11. PERFORMANCE TIME

The Consultant further agrees to prosecute this contract with all reasonable diligence and continuous effort.

12. OWNERSHIP OF DOCUMENTS

The drawings and specifications become the property of Rio Rancho Public Schools. Before receiving final payment, the Consultant will deliver to the Owner the original working drawings and details and a bound volume of the specifications. The Owner does not have the right to use the working drawings and specifications for other building projects except as may be required for reference without agreement

from and due compensation, as mutually agreed upon, to the Consultant. The Owner will not have the right to sell the drawings and specifications. The Consultant will be permitted to reuse parts of the drawings for other projects, but will not use them as a whole without the Owner's written permission.

13. TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination, due to the fault of others than the Consultant, the Consultant will be paid for services performed to termination date, including reimbursements then due, and terminal expenses established by agreement of the parties.

14. COMPENSATION OF CONSULTANT

(a) The Owner agrees to pay the Consultant for the work and services contemplated under the terms of this agreement on a "Fixed Fee" basis.

(b) Progress payments for basic services in each phase will total the following percentages of the total basic compensation payable as follows:

- a. Schematic Design Phase (15%)
- b. Design Development Phase (20%)
- c. Construction Documents (40%)
- d. Bidding/Negotiation (5%)
- e. Construction Administration (20%)

New Mexico Gross Receipts Tax will be billed as a separate added amount at the time of each pay request at the percentage applicable at the time of billing.

(c) The Owner will pay for additional services of the Consultant at the rates established in Exhibit B.

(d) Reimbursable services of the Consultant will include the following items when approved in writing by the Owner: Transportation and subsistence of principals and employees on special trips related to the Project at the prevailing rate of travel reimbursement being paid by the District, long distance communications as required to expedite the work of the Contract; and cost of reproduction of drawings and specifications required for bidding. Payment of reimbursable expenses to the Consultant will be paid by the Owner at the direct cost to the Consultant. All requests for reimbursable expenses will be accompanied by copies of original invoices.

(e) For additional services of subconsultants, including additional structural, mechanical and electrical engineering services, will be billed at the direct rate invoiced to the Consultant for such services. The billing rate of such consultants and the names of consultants must be agreed to by the Districts' representative in writing prior to any services being performed by such consultants.

(f) No further compensation will be paid as a part of the basic Consultant's compensation unless the Owner requires the Consultant to make alterations or revisions in the working drawings which substantially depart from the approved preliminary design development drawings and outline specifications and which cause the Consultant an unusual and unanticipated expense. If the Consultant determines that such alterations or revisions do so substantially depart, the Consultant will notify the Owner's representative in writing within

seven days of original notification by the Owner's representative to perform such work and will do no work unless a written agreement for additional compensation is entered into by the Owner and Consultant. The Owner will compensate the Consultant for such amount only as will be agreed upon in writing.

15. METHOD OF PAYMENT

Consultant shall present a (monthly) detailed invoice and statement of services rendered by Project. Consultant's invoices shall reference the Owner's Purchase Order number. Payments shall be made subject to Owner's representative(s) approval of the statement of services rendered. Owner shall make payments as provided for in Section Fourteen (14) above.

16. MEDIATION

All questions in dispute under this agreement may be submitted to mediation at the choice of either party. All cases for mediation will be submitted to a committee of three, one of whom will be named by the Owner, one by the Consultant, and these two shall select the third member of the committee.

17. MODIFICATION OF CONTRACT DOCUMENTS:

Should the actual bid price as obtained from the Construction Documents and Specifications exceed the estimated cost, the Consultant will modify the Contract Documents to bring the Project cost within the original estimated cost as part of the Consultant's basic services.

18. THE CONSULTANT ASSURES:

The Consultant hereby represents and assures to the Owner the following:

(a) The Consultant is financially solvent, able to pay his debts as they mature and possessed sufficient working capital to complete the services required and perform his obligations hereunder;

(b) The Consultant is able to furnish any plant, tools, materials, supplies, equipment and labor required to complete the services required hereunder and perform all his obligations hereunder and have sufficient experience and competence to do so;

(c) The Consultant is authorized to do business in New Mexico and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over him and the services required hereunder in the Project itself;

(d) The Consultant's execution of this agreement and his performance thereof is within his duly authorized powers; and

(e) The Consultant's duly authorized representative has visited the Project, familiarized himself with the local conditions under which the services required hereunder are to be performed, and correlated his observations with all of the requirements of the Contract Documents.

19. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION:

The Rio Rancho Public Schools General Conditions of the Contract for Construction, are hereby incorporated to the extent they are not inconsistent with any provisions of this Contract.

20. ENTIRE AGREEMENT

This Agreement with its incorporated exhibits, if any, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, commitments, offers, contracts and writings. Any amendments or further addenda hereafter made shall be in writing and executed with the same formality.

21. SPECIAL CONDITIONS:

In accordance with Section 13-1-154.1 (A) NMSA, cumulative sum total release authorization amounts may not exceed \$6,000,000.00 over four year period.

IN WITNESS WHEREOF, the Owner has caused this contract to be signed by its proper officers, and the Consultant above named has hereunto set his hand, the day and year first above written.

THE OWNER: Rio Rancho Public Schools

BY: _____

TITLE: Chief Procurement Officer

BY: _____

TITLE: Finance Executive Director

THE CONSULTANT: Vendor Name

BY: _____

TITLE: _____

EXHIBIT A

WORK ORDER RELEASE FORM

Reference Agreement Number: ---- _____

OWNER: Rio Rancho Public Schools

CONSULTANT: _____

Release number: _____

Sum total of prior authorized release amounts:

\$ _____

(Note: Cumulative release authorization amounts not to exceed \$6,000,000.00 over four year period)

PROJECT SCOPE:

NOT TO EXCEED FEE PROPOSAL:

Compensation for Basic Services:

Compensation for basic professional services shall be for a fee amount "not to exceed"
\$ _____, not including New Mexico Gross Receipts Tax.

Compensation for Additional Services and Special Consultants:

Please itemize (\$ _____)

Compensation for Reimbursable Expenses:

Reimbursable expenses as defined in the Agreement between Owner and Architect/Engineer shall
not exceed \$ _____.

New Mexico Gross Receipt Tax: (____%) \$ _____

TOTAL COMPENSATION:

Total compensation for basic Consultant services, additional services, special consultants, reimbursable
expenses, and NMGRT shall not exceed \$ _____.

CONSULTANT: _____ **Date:** ____/____/____

EXHIBIT B

Consultant Hourly Fee Rates