Gadsden Independent School District

Request for Proposals for Gadsden Middle School

Part I: Building Systems Analysis

Part II: Campus Master Plan and Educational Specifications

RFP #21-22-67

Commodity Code Number(s): 90666, 90607, 90652, 90927, 90966 92471, 92537

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:
SEPTEMBER 27, 2021 at 2:00 P.M. MDT

Gadsden Independent School District
4950 McNutt Road, Sunland Park, New Mexico 88063

Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address

[MANDATORY] PRE-PROPOSAL CONFERENCE
SHALL BE HELD AS FOLLOWS:
DATE: SEPTEMBER 14, 2021; 3:00PM
LOCATION: GADSDEN MIDDLE SCHOOL
1301 W. WASHINGTON ST., ANTHONY NM 88021

RFP Schedule Overview
RFP #21-22-67

RFP Schedule

Action	**Responsible Party**	**Date & Time**
RFP Issued	District	September 7, 2021
Pre-proposal Conference	District, Offerors	September 14, 2021 at 3:00 p.m.
Pre-proposal Conference is: ☒ Mandatory ☐ Non-Mandatory	All Interested Parties	
Acknowledgment of Receipt Due	Offerors	September 27, 2021
Deadline for Written Questions	Offerors	September 21, 2021
Response to Written Questions/RFP Addendum	District	September 23, 2021
School Board Presentation for Discussion	District	September 23, 2021
Final RFP Addendum Deadline	District	September 23, 2021
Submission of Proposal	**Offerors**	**September 27, 2021 at 2:00 p.m.**
Proposal Evaluation	Evaluation Committee	September 27, 2021
Selection of Finalists or Short Listed Finalists	Evaluation Committee	September 29, 2021
Notice to Finalists or Short List Finalists	Evaluation Committee	September 29, 2021
Interview with Finalists (If Held)	Offeror	October 13, 2021
Best and Final Offer	Offeror	October 13, 2021
School Board Meeting for Action	District	October 21,2021
Notice of Intent to Award	District	October 22, 2021
Contract Negotiations	District	October 2021
Contract Award		November 1, 2021
Protest of Award Deadline	Offerors	November 6, 2021

RFP Procurement Manager Contact Information

Name	Georgina Galvan, CPO
Phone Number	**(575) 882-6252**
Email Address	ggalvan@gisd.k12.nm.us
Any inquiries or requests regarding clarification of this RFP document shall be submitted in writing to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding the terminology stated in the procurement documents.	

RFP Proposal Submittal Location

Physical Address **For Walk-in Delivery (Incl. UPS, FedEx, etc.)**	**USPS Mailing Address** **Including Carrier Delivery, (UPS, FedEx, etc.)**
Gadsden Independent School District 4950 McNutt Road, Sunland Park, New Mexico 88063 ATTN: Georgina Galvan, CPO	Gadsden Independent School District PO Drawer 70, Anthony New Mexico 88021 ATTN: Georgina Galvan, CPO
Ensure that the following information is clearly labeled on the **sealed package** containing the proposal. **Please note: if the sealed bid is placed inside a carrier envelope, package or box for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal: (1) Offeror's Business Name (not an individual's name), (2) the RFP number and Title, (3) RFP Due Date and Time.**	

Table of Contents

RFP SCHEDULE OVERVIEW 2
1. INTRODUCTION 4
1.1. PURPOSE OF THE REQUEST FOR PROPOSAL 4
1.2. SCOPE OF PROCUREMENT 4
1.3. PROCUREMENT MANAGER 4
1.4. DEFINITION OF TERMINOLOGY 4
1.5. DOCUMENT LIBRARY 8
2. CONDITIONS GOVERNING THE PROCURMENT 10
2.1. SEQUENCE OF EVENTS 10
2.2. EXPLANATION OF EVENTS 10
2.3. GENERAL REQUIREMENTS 13
3. RESPONSE FORMAT AND ORGANIZATION 21
3.1. NUMBER OF RESPONSES 21
3.2. NUMBER OF COPIES OF SUBMITTED PROPOSAL 21
3.3. PROPOSAL FORMAT (Hard Copy) 21
4. SPECIFICATIONS 23
4.1. SCOPE OF WORK, SEE EXHIBIT A 23
4.2. CONTRACT INFORMATION 23
4.3. MANDATORY SPECIFICATIONS AND FORMS 23
5. EVALUATION 26
5.1. EVALUATION FACTORS/POINTS 26
APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT 28
APPENDIX B: SAMPLE AGREEMENT 29
APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE 40
APPENDIX D: COST RESPONSE 42
EXHIBIT A: SCOPE OF WORK 43

1. INTRODUCTION

1.1. INFORMATION

1.1.1. The Gadsden Independent School District is requesting proposals from qualified firms to provide the services necessary for the development of Building System Analysis and Ed Specs for Gadsden Middle School more particularly described at Exhibit A.

1.1.2. The District is the lead in this procurement with assistance from the Public School Facilities Authority (PSFA) and with partial funding from the Public School Capital Outlay Council (PSCOC).

1.1.3. The District is located at 4950 McNutt Road, Sunland Park, New Mexico 88063.

1.2. SCOPE OF PROCUREMENT

1.2.1. The District intends to issue one contract to the selected Offeror for a term of no more than one (1) year.

1.3. PROCUREMENT MANAGER

1.3.1. District has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, email address, phone number and mailing address are listed below. All deliveries should be addressed as follows:

Georgina Galvan
ggalvan@gisd.k12.nm.us
(575) 882-6252
4950 McNutt Road
Sunland Park, New Mexico 88063

1.3.2. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other District employees or Evaluation Committee members do not have the authority to respond on behalf of District.

1.4. DEFINITION OF TERMINOLOGY

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

"Addendum" or "Amendment" means a written change, addition, alteration, correction, or revision to an Invitation to Bid, Request for Proposal, or contract document.

"Adequacy and Planning Guide" means the reference guide to be used in the programming and design of school projects. The purpose of this guide is to clarify the "Adequacy Standards" and to provide assistance through references and "best Practice" examples.

"Adequacy Standards" means the New Mexico Public School Statewide Adequacy Standards, which establish the acceptable levels for the physical condition and capacity of school buildings, the

educational suitability of those facilities and the need for technological infrastructure at those facilities. The standards are not intended to restrict a facility's size.

"Architect" means a Mexico licensed architect and who is responsible for the architectural services.

"Agreement" means the agreement between DISTRICT and the firm for the work covered by this solicitation.

"Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against this contract.

"Award" means the final execution of the contract document resulting from this solicitation.

"Business Hours" means 8:00 AM to 4:30 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

"Close of Business" means 4:30 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

"Confidential" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, § 57-3-A-1 to § 57-3A-7. See NMAC § 1.4.1.25. As one example, no information that could be obtained from a source outside this solicitation can be considered confidential information.

"Construction Information Management System" (CIMS) means an interactive software management system utilized by the PSFA and District to; communicate with all necessary parties, obtain and register all necessary approvals, track the Project budget and expenditures, as well as serving as a document repository for contracts, purchase orders, etc., throughout the Project lifecycle.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Contractor" or "Consultant" means any business having a contract with a state agency or local public body.

"Cost Reimbursement" means a contract which provides for a fee other than a fee based on a percentage of cost and under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms.

"Desirable" The terms "may", "can", "should", "preferable", or "refers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Design Professional" means the entity defined as an architect and or engineer. Or the firm of architects, engineers, or both (and their consultants) which have undertaken to design the Project pursuant to a contract agreement with the Owner.

"Determination" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Educational Specifications" means a document for school projects by which the district or state chartered charter school identifies and quantifies the spaces a new or replacement school needs to implement its educational program. It precisely identifies the number of and size of spaces need for general, special education, elective/shared spaces, food service, administration, support spaces, and building TARE. It also contains a preliminary project budget and phasing plan, which the project designer utilizes to begin project design.

"Electronic Version/Copy" means a digital form consisting of text, images, or both, readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals or bids contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.

"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 ENRGY STAR label. (See: http://energystar.gov) Compliance with ENERGY STAR is required on certain projects pursuant to NMSA 1978, § 15-3-36.

"Evaluation Committee" means a body appointed by the DISTRICT to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the solicitation.

"Facility Master Plan" means a five-year plan developed for school districts and state chartered, charter schools by which the district or state chartered charter school can anticipate the changing demands of its educational facilities, such as adequacy standards deficiencies, enrollment impacts, utilization/capacity, and program needs. The plan identifies the necessary funding and periods for each facility and outlines an appropriate strategy for maximizing resources and efficiency while minimizing operating costs over the five-year planning period.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Firm Fixed Price Contract" means a contract which has a fixed total price or fixed unit price.

"Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

"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.

"Minor Technical Irregularities" means anything in the proposal that does not affect the price, quality, and quantity, or any other mandatory requirement.

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property, or construction to more than one Offeror.

"New Mexico Public School Facilities Authority" or "DISTRICT" is a statutorily created agency pursuant to NMSA 1978, § 22-24-9 which serves as staff to the Public School Capital Outlay Council.

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

"PAC" is a Performance Assurance Contractor.

"Procurement Manager" means any person or designee authorized by the DISTRICT to enter into or administer contracts and make written determinations with respect thereto.

"Project" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

"Proposal" means an Offeror's written offer or response to a Request for Proposal.

"Public School Capital Outlay Council" or "PSCOC" distributes funds from the Public Outlay Fund to school Districts throughout the State of New Mexico as prescribed by NMSA 1978, § 22-24-1 through § 22-24-6.

"Redacted" means a version/copy of the proposal with the information considered confidential as defined by NMAC 1978, § 1.4.1.45 and defined herein and outlined in Section 2.2.9 this RFP, blacked out BUT NOT omitted or removed.

"Request for Proposal" 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 which confirms 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.

"Sealed" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed, and clearly labeled on the outermost package as directed in the RFP instructions. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. DISTRICT reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

"Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror's company.

"State (the State)" means the State of New Mexico.

"State Agency" or "Agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or official of the executive, legislative or judicial branch of the government of this State. "State Agency" or "Agency" includes the New Mexico Public School Facilities Authority.

"Statement of Concurrence" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirements. This statement shall be included in Offeror's proposal. (E.g. "We concur", "Understands and Complies", "Comply", "Will Comply if Applicable", etc.)

"Unredacted" means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential; such copy for use only for the purpose of evaluation.

"Written" means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

1.5. DOCUMENT LIBRARY

1.5.1. A document library has been established for Offerors to review. The library contains the information listed below and the content of each item can be located on the NMPSFA website at https://www.nmpsfa.org using the path as indicated.

1.5.1.1. Website Link: https://www.nmpsfa.org/wordpress/rules-and-nm-statewide-adequacy-standards/ Path: Governance > Rules and NM Statewide Adequacy Standards:

- 6.27.30 NMAC Statewide Adequacy Standards
- 6.27.31 Special Purpose Schools Educational Facility Adequacy
- Adequacy Planning Guide (including Change #20
- Special Purpose Schools Adequacy Planning Guide
- 6.27.1 PSCOC General Provisions
- 6.27.2 PSFA Duties & Authority
- 6.27.3 Application & Grant Procedures
- 6.27.4 Post Grant Procedures

1.5.1.2. Website Link: https://www.nmpsfa.org/wordpress/other-psfa-standard-guide-specifications/ Path: Operations > Project Development > Process & Procedures > Contract Documents & Forms > Other PSFA Standard Guide Specifications, Guide Specifications Division 02-49, Division 07 Thermal and Moisture Protection [if applicable]

- Roofing Program Handbook
- Section 07 5000 – Membrane Roofing
- Section 07 6000 – Flashing and Sheet Metal
- Division 10 – Specialties
- Division 23 – Heating, Ventilating and Air Conditioning

1.5.1.3. Website Link: https://www.nmpsfa.org/wordpress/performance-assurance-program/ Path: Operations > Project Development > PSFA Performance Assurance Programs and Forms, Reference Documents:

- 019113 – General Commissioning Specification
- 230593 – Test, Adjust, and Balance Specification
- 230800 – HVAC Commissioning Specification
- NMPSFA Performance Assurance Manual Rev-07.30.2020
- Performance Assurance Program Manual for TAB

1.5.1.4. See Also:

- Website Link: https://www.nmpsfa.org Path: Operations > Planning > Educational Master Planning and Procurement to access the PSFA Educational Specifications Resource Manual and the PSFA Educational Specification Deliverables Memo
- Website Link: https://www.nmpsfa.org Path: Operations > Project Development to access the folders containing information on
  - Current PSCOC Projects and Status Reports
  - Charters
  - Process and Procedures
  - Reference and Resources
  - Project Development FAQs
  - PSFA Checklists
  - PSFA Performance Assurance Program Forms
- Website Link: https://www.nmpsfa.org/wordpress/building-standards-and-planning-guidelines/ Path: Operations > Planning > Building Standards and Planning Guidelines > Adequacy Standard & Guidelines

2. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP describes the major procurement events as defined in the RFP Schedule Overview, and the conditions governing the procurement. The Procurement Manager will make every effort to adhere to the RFP schedule.

2.1. SEQUENCE OF EVENTS

2.1.1 See RFP Schedule Overview, page 2.

2.2. EXPLANATION OF EVENTS

2.2.1. Issue of RFP

2.2.1.1. The date identified in the Notice of Publication in which the RFP document becomes available to the potential Offerors.

2.2.2. Acknowledgement of Receipt, Appendix 1

2.2.2.1. Potential Offerors must hand deliver or return by email or by registered or certified mail, the Acknowledgment of Receipt Form, Appendix 1, included in this document, in order to have their organization placed on the procurement distribution list. The form must be signed by an authorized representative of the organization, dated, and returned no later than **September 27, 2021.**

2.2.2.2. The procurement distribution list will be used for the distribution of written responses to questions and any RFP Addendums.

2.2.2.3. Failure to return this form by the due date in paragraph 2.2.2.1. shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

2.2.3. Pre-Proposal Conference/Site Visit is **mandatory**

2.2.3.1. A pre-proposal conference will be held at Gadsden Middle School located at 1301 W. Washington St., Anthony NM 88021

2.2.3.2. Attendance at the pre-proposal conference is mandatory.

2.2.3.3. The Site Visit is to provide interested Offerors the opportunity to tour the site with key personnel who can answer the Offerors' questions regarding the RFP process and the Project.

2.2.3.4. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may also be submitted at the conference and after, up to the Written Question Submission deadline. All written questions received prior to the conference will be addressed at the conference.

2.2.3.5. A public log will be kept of the names of potential Offerors that attend the pre-proposal conference.

2.2.4. Deadline to Submit Additional Written Questions

2.2.4.1. Potential Offerors may submit additional written questions as to the intent or clarification of this RFP until close of business on September 21, 2021. All written questions must be addressed to and sent to the Procurement Manager (see Section 1, Paragraph 1.3.1).

2.2.5. Response to Written Questions/RFP Amendments

2.2.5.1. Written responses to written questions and any RFP amendments will be distributed on September 23, 2021 to all potential Offerors whose organization name appears on the procurement distribution list.

2.2.5.2. Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than one (1) day after the answers and/or amendments were issued.

2.2.6. Submission of Proposal

2.2.6.1. Proposals shall be submitted to the District in both hard copy and electronic formats. (See Section 3. Response Format and Organization for further details.) Proposals must be addressed and delivered to the Procurement Manager at the address listed on the RFP Schedule Overview, page 2. Proposals must be sealed and clearly labeled on the outside of the package with the following information: (1) Offeror's business name, (2) RFP No. 21-22-67 (3) Title: Gadsden Middle School, Part I: Building Systems Analysis, Part II: Campus Master Plan and Educational Specifications, and (4) RFP due date and time: September 27, 2021, 2:00 PM. Proposals submitted by facsimile or email will not be accepted.

2.2.6.2. **ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN [SEPTEMBER 27, 2021, 2:00 PM].** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal.

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

2.2.7. Proposal Evaluation

2.2.7.1. The evaluation of proposal will be performed by the Evaluation Committee. Proposals will be evaluated based on the evaluation criteria outlined in V, Proposal Evaluation of this RFP. The process will begin with a preliminary review to determine compliance with mandatory requirements of the RFP. Contents of all proposals shall be kept confidential throughout the evaluation process. During this time, the Evaluation Committee may initiate discussions with the Offerors who submitted responsive or potentially responsive Proposals for the purpose of clarifying aspects of the Proposals, but Proposals may be accepted and evaluated without such meeting or discussion. Discussions shall not be initiated by Offerors after submissions or the selections of the top ranking Offeror/s by the Evaluation Committee

2.2.8. Selection of Finalists

2.2.8.1. The Evaluation Committee will select, and the Procurement Manager will notify the finalists. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Oral Presentations will be determined at that time.

2.2.9. Interview of Finalists (if applicable)

2.2.9.1. Finalists may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time and location for each presentation. Finalists will be notified of the presentation time allowance when the interview is scheduled.

2.2.10. Issue Notice of Intent to Award

2.2.10.1. The Procurement Manager shall prepare a procurement report and a recommendation to the Board for award of the project.

2.2.11. Contract Negotiations

2.2.11.1 Negotiations with the Finalist will be conducted. In accordance with Section 13-1-122 NMSA 1978 final fees are determined during the contract negotiations and depend on such factors such as project size and complexity as related to the approved Architect Rate Schedule 1.5.18 NMAC. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the District reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process. The District will conclude negotiations with the selected Offeror and begin negotiations with the next ranked Offeror based on final ranking.

2.2.12. Contract Award

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

2.2.13. Right to Protest

2.2.13.1. Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposal, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposal. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM Local Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest, including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. Emailed protests will be not considered as properly submitted. The protest must be mailed or hand delivered to:

Georgina Galvan
PO Drawer 70
Anthony, NM 88021

Or by hand to:

Georgina Galvan
4950 McNutt Rd.
Sunland Park, NM 88063

2.3. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with NMSA 1978, Chapter 13, and purchasing regulations as adopted by the DISTRICT.

2.3.1. Acceptance of Conditions Governing the Procurement

2.3.1.1. Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Latter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section 5 of this RFP.

2.3.2. Incurring Cost

2.3.2.1. Any cost incurred by the potential Offeror in preparation, transmittal and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for setup and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

2.3.3. Prime Contractor Responsibility

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

2.3.4. Subcontractors/Consent

2.3.4.1. The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are used. Additionally, the prime contractor must receive written approval from DISTRICT awarding any resultant contract before any subcontractor is used during the term of this agreement.

2.3.5. Certifications and Licenses

2.3.5.1. Potential Offerors must have the proper certifications and licenses to do business in New Mexico as follows:

2.3.5.1.1. Corporations:

2.3.5.1.1.1. File Articles of Incorporation with the Secretary of State's Office and record with the County pursuant to NMSA 1978, § 53-4-6.

2.3.5.1.1.2. Name of registered agent pursuant to NMSA 1978, § 53-5-2.

2.3.5.1.1.3. Certificate of Authority from the Secretary of State's Office indicating that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, § 53-17-6 and § 53-17-8.

2.3.5.1.1.4. Obtain a Federal Employer Identification Number.

2.3.5.1.1.5. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.2. Limited Liability Companies:

2.3.5.1.2.1. Registered office and registered agent for service of process that is either a New Mexico resident or domestic corporation, limited liability company, or partnership that is located in New Mexico.

2.3.5.1.2.2. File and Application for Registration with the Secretary of State's Office to conduct business in New Mexico and must obtain a Certificate of Good Standing from the Secretary of State's Office to conduct business in New Mexico.

2.3.5.1.2.3. Obtain a Federal Employer Identification Number.

2.3.5.1.2.4. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.3. Limited Partnerships:

2.3.5.1.3.1. Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-2-1 through § 54-2-48.

2.3.5.1.3.2. File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.

2.3.5.1.3.3. Obtain a Federal Employer Identification Number.

2.3.5.1.3.4. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.4. General Partnerships:

2.3.5.1.4.1. File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.

2.3.5.1.4.2. Obtain a Federal Employer Tax Identification Number.

2.3.5.1.4.3. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.5. Sole Proprietorships and Joint Ventures:

2.3.5.1.5.1. Obtain a Federal Employer Identification Number.

2.3.5.1.5.2. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.6. Amended Proposals

2.3.6.1. An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be replacements for a previously submitted proposal and must be clearly identified as such in the Letter of Transmittal. DISTRICT personnel will not merge, collate, or assemble proposal materials.

2.3.7. Offeror's Rights to Withdraw Proposal

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

2.3.8. Proposal Offer Firm

2.3.8.1. Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals, or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

2.3.9. Disclosure of Proposal Contents

2.3.9.1. Proposals will be kept confidential until negotiations and the award are completed by the DISTRICT. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements: 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.

2.3.9.2. Confidential data is 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, NMSA 1978, § 57-3A-1 to § 57-3A-7.

2.3.9.3. PLEASE NOTE: The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

2.3.9.4. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the DISTRICT 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.

2.3.10. No Obligation

2.3.10.1. This RFP is no manner obligates the DISTRICT to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

2.3.11. Termination

2.3.11.1. This RFP may be cancelled at any time. Any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the DISTRICT.

2.3.12. Sufficient Appropriation

2.3.12.1. 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 affected by sending written notice to the Contractor. DISTRICT's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

2.3.13. Legal Review

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

2.3.14. Governing Law

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

2.3.15. Prohibited Bidding

2.3.15.1. Pursuant to NMSA 1978, § 10-16-13, no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a State agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

2.3.16. Consent to Jurisdiction and Venue

2.3.16.1. If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the DISTRICT, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Chaves County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.

2.3.17. Basis for Proposal

2.3.17.1. Only information supplied, in writing, by the DISTRICT through the Procurement Manager or in this RFP should be used as the basis for the preparation of the Offeror's proposal.

2.3.18. Contract Terms and Conditions

2.3.18.1. The contract between the DISTRICT and a contractor will follow the format specified by the DISTRICT and contain the terms and conditions set forth in the Sample Agreement, Appendix B. However, DISTRICT reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Agreement) with any Offeror.

2.3.19. Contract Negotiations

2.3.19.1. Contract negotiations may be held in accordance with applicable procurement laws, NMSA 1978, § 13-1-28 through § 13-1-199 and DISTRICT Procurement Regulations.

2.3.19.2. Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Agreement strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Offeror must provide a brief description of the purpose and impact of each proposed change followed by the specific proposed alternate wording. The Owners may or may not accept the alternative language.

2.3.19.3. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Agreement. In the event the Offeror's proposal conflicts with the RFP, the RFP governs, and, in the event the Agreement conflicts with the proposal, the Agreement governs.

2.3.19.4. If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection and successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

2.3.20. Offeror Qualifications

2.3.20.1. 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 NMSA 1978, § 13-1-83 and § 13-1-85.

2.3.21. Right to Waive Minor Irregularities

2.3.21.1. The Evaluations Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

2.3.22. Change in Contractor Representatives

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

2.3.23. Notice of Penalties

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

2.3.24. DISTRICT Rights

2.3.24.1. DISTRICT in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

2.3.25. Right to Publish

2.3.25.1. Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the DISTRICT written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or DISTRICT contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

2.3.26. Ownership of Proposals

2.3.26.1. All documents submitted in response to this Request for Proposal shall become the property of the DISTRICT.

2.3.27. Confidentiality

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

2.3.27.2. The contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the DISTRICT's written permission.

2.3.28. Electronic Mail Address Required

2.3.28.1. A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

2.3.29. Use of Electronic Versions of this RFP

2.3.29.1. This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the DISTRICT, the version maintained by the DISTRICT shall govern.

2.3.30. Disclosure of Campaign Contributions, Appendix C

2.3.30.1. Offeror must complete, sign, date and return the Campaign Contribution Disclosure Form, Appendix C, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or note made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed, unaltered form will result in disqualification.

2.3.31. Disclosure Regarding Responsibility

2.3.31.1. Any prospective contractor and any of its principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional

services, tangible personal property, services, or construction, agrees to disclose whether the contractor or any principal of the contractor's company:

2.3.31.1.1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, state agency, or local public body.

2.3.31.1.2. Has within a three (3) year period preceding this offer, been convicted in a criminal matter or had a civil judgement rendered against them for:

2.3.31.1.2.1. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract.

2.3.31.1.2.2. Violation of Federal or state anti-trust statutes related to the submission of offers; or

2.3.31.1.2.3. The commission in any Federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation, or Federal criminal tax law, or receiving stolen property.

2.3.31.1.3. Is presently indicted for, or otherwise criminally or civilly charged by any (Federal, state, or local) government entity with the commission of any of the offenses enumerated in paragraph 2.2.34.1 of this disclosure.

2.3.31.1.4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

2.3.31.1.4.1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

2.3.31.1.4.2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

2.3.31.1.4.3. Have within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal or state agency or local public body.

2.3.31.2. Principal, for purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

2.3.31.3. The Contractor shall provide immediate written notice to the DISTRICT or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

2.3.31.4. A disclosure that any of the items in this requirement exist, will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

2.3.31.5. Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

2.3.31.6. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If, during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (Federal, state or local) with commission of any offenses named in this document, the Contractor must provide immediate written notice to the DISTRICT or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the DISTRICT or Central Purchasing Officer may terminate the involved contract for cause. Still further, the DISTRICT or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the DISTRICT or Central Purchasing Officer.

2.3.32. New Mexico Preferences

2.3.32.1. To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation and Revenue. New Mexico Business Preference and New Mexico Resident Veterans Business Preference.

2.3.32.2. The District shall not award a business both a Resident Business Preference and a Resident Veteran Business Preference.

2.3.32.3. The New Mexico preferences shall not apply when the expenditures for this RFP include Federal Funds.

2.3.33. Conflict of Interest: Government Conduct Act

2.3.33.1. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

2.3.33.2. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, § 10-16-1 through § 10-16-18, regarding contracting with a public officer or state employee, or former state employee, have been followed.

2.3.34. Equal Employment Opportunity

2.3.34.1. In connection with this RFP and the Contract, Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

2.3.34.2. Offeror shall take affirmative action to ensure that all applicants are treated fairly during employment, without regard to race, color, religion sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

2.3.34.3. Such action shall include but not be limited to the following: layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. RESPONSE FORMAT AND ORGANIZATION

3.1. NUMBER OF RESPONSES

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

3.2. NUMBER OF COPIES OF SUBMITTED PROPOSAL

3.2.1. Offeror shall submit their proposal hard copy and electronic formats in the quantities specified.

3.2.1.1. There must be one (1) original hard copy of the complete proposal with *original signatures*, clearly labeled **ORIGINAL**, along with the RFP number, RFP Title and Offeror's business name. One (1) flash drive to contain the Cost Response, and must be clearly labeled **ORIGINAL**, along with the RFP number, Title and Offeror's name.

3.2.1.2. The hard copy of the Appendix D: Cost Response form must be submitted with the proposal in a separate, sealed envelope, also clearly labeled as noted above. See Section 3.3 for further proposal details.

3.2.1.3. There must be five (5) identical hard copies of the Original, with the RFP number and the Offeror's business name. The five (5) hard copies are to be clearly marked **COPY** and will **not** contain Appendix D, as they will be given to the evaluation committee members for review and scoring.

3.2.1.4. Emailed submissions will not be accepted.

3.2.2. Offeror must deliver their sealed proposal submission per the instructions on the RFP Schedule Overview and in Section 2.2.6. on or before the closing date and time for receipt of proposals.

3.3. PROPOSAL FORMAT (Hard Copy and Electronic Copy)

3.3.1. Proposals must be submitted in two formats: one (1) hard copy in a three-ring binder, clearly labeled ORIGINAL and one (1) electronic copy of the hard copy. See paragraph 3.2.1.1.

3.3.2. The flash drive must contain an exact copy of the hard copy proposal in PDF format. Spreadsheets and charts can be in Excel format. The flash drive must be clearly labeled with the RFP number and the Offeror's business name.

3.3.3. The hard copy proposals must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed in a three-ring binder with tabs delineating each section. Offerors are strongly encouraged to limit their proposals to a maximum of thirty (30) pages. Exclusions to this limitation will be the Letter of Transmittal, Table of Contents, and Acknowledgement of Addendums (if applicable).

3.3.3.1. Proposal Organization

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

1: Letter of Transmittal
2: Table of Contents
3: Proposal Summary
4: Response to Contract Terms and Conditions
5: Technical Approach
6. Response to Mandatory Specifications, Forms and Appendices
7: Offeror's Additional Terms and Conditions (If no additional terms and conditions are offered, please indicate as such).
8: Other Supporting Material

3.3.3.1.2. Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Offerors may attach other materials that they feel may improve the quality of their response. However, these materials should be included as items in a separate appendix. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

3.3.3.1.3. **The Appendix D: Cost Response form is not to be included as an item within the proposal binder or on the five (5) hard copies used for evaluation.** The hard copy must be submitted in a separate, sealed envelope, clearly labeled "Appendix D: Cost Response" with the Offeror's business name, RFP number and title. The sealed envelope is to be included in the shipping package with Offeror's proposal binders.

3.3.3.2. Letter of Transmittal

3.3.3.2.1. Each proposal must include a Letter of Transmittal which MUST include all of the following:

1. Identify the submitting organization, physical address, and mailing address.
2. Identify the name, title, email address and phone number of the person authorized by the organization to contractually obligate the organization.
3. Identify the name, title, email address, and phone number of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the names, titles, email addresses, and phone numbers of persons to be contacted for clarification.
5. Explicitly indicate acceptance of the Conditions governing the Procurement stated in Section 2.
6. Letter must be signed by the person authorized to contractually obligate the organization.
7. Acknowledge receipt of any and all addendum/amendments to this RFP.

4. SPECIFICATIONS

4.1. SCOPE OF WORK, see EXHIBIT A

4.2. CONTRACT INFORMATION

4.2.1. The contract is scheduled to begin on or about October 2021. DISTRICT intends on awarding a contract with a term not to exceed two (2) years.

4.3. MANDATORY SPECIFICATIONS AND FORMS

4.3.1. Offerors shall respond in the form of a thorough narrative to each mandatory specification requiring such. The narratives, along with required supporting materials, will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal as non-responsive.

4.3.1.1 Approach

4.3.1.1.1 Offerors must provide a thorough narrative describing the approach the firm will use to accomplish the Scope of Work. Milestone charts may be used to describe the tasks to be performed, the time frame for each task and the proposed staff member, including subcontractors, designated for the completion of each task. Whether a milestone chart is used or not, the Offeror should clearly explain their firms approach to fulfilling the Scope of Work.

4.3.1.2. Company Experience and Staff Qualifications

4.3.1.2.1. Offeror must submit a statement of relevant corporate experience. Offeror must identify prior experience in providing professional services as identified in Exhibit A, Scope of Work, within the State of New Mexico or for any other state.

4.3.1.2.2. Offeror must submit resumes of proposed key professional staff members who will be performing services under the contract. Experience narratives must describe the specific relevant experience of the staff member(s) in relation to the role that the member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed, and shall include a thorough description of their education, knowledge, and relevant experience as well as certifications or other professional credentials.

4.3.1.3. Description of Work Products

4.3.1.3.1. Offeror shall thoroughly describe the types of relevant work products provided to previous clients.

4.3.1.4. Capacity and Capability

4.3.1.4.1. Offeror must provide information about their business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and project administration requirements.

4.3.1.4.2. 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. If other references are included, provide contact names, email addresses and phone numbers for the additional references.

4.3.1.5. Cost, Appendix D

4.3.1.5.1. Offeror shall complete the Cost Response Form, Appendix D and submit it with their proposal. The Cost Response shall reference all Offeror work positions associated with this project, and each position's firm, fixed hourly rate.

4.3.1.6. Completed Campaign Contribution Disclosure Form

4.3.1.6.1. Offeror shall submit a completed, signed, and dated Campaign Contribution Disclosure Form with their proposal.

4.3.1.7. Resident Business and Resident Veterans Preference (Does not apply to Federally funded projects)

4.3.1.7.1. See Section 2.2.35 for additional detail.

4.3.1.7.2. Pursuant to NMSA 1978, § 13-1-21, when a public body makes a purchase using a formal request for proposal process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to: (1) five percent of the total possible points to a resident business; or (2) ten percent of the total possible points to a resident veteran business that has annual gross revenues of up to three million dollars ($3,000,000) in the preceding tax year.

4.3.1.7.3. To be awarded points for ***Resident Business Preference*** or ***Resident Veterans Preference***, Offerors must include a copy of their valid preference certificate in this section of your proposal.

4.3.1.7.4. *A resident veteran business shall not benefit from the preference for more than ten (10) consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference for more than ten consecutive years. A person shall but benefit from the provisions as specified in NMSA 1978, § 13-1-21, on more than one business concurrently.*

4.3.1.7.5. *Pursuant to NMSA 1978, § 13-1-21, Paragraph H, a State Agency shall not award an Offeror points for both a Resident Business and Resident Veterans Preference. If the Offeror qualifies for both, the Offeror will only be awarded point for the Resident Veterans Preference. Veteran Businesses will receive the Resident Business Preference once the cap for Resident Veterans Preferences has been exceeded.*

4.3.1.7.6. If you do not qualify for a Resident Business or Resident Veteran Preference, please provide a statement stating you do not qualify in this section of your proposal.

If you do not qualify for either preference, your proposal will be accepted, however you will not receive points for preference.

4.3.1.8. Current W-9

4.3.1.8.1. Offeror must include a current W-9 form; completed, signed, and dated. The form is available on the IRS website: https://www.irs.gov/forms-pubs/about-form-w-9

4.3.1.8.2. The State of New Mexico Substitute W-9 form is available on the DISTRICT website at www.nmDistrict.org

4.3.1.9. Insurance

4.3.1.9.1. Contractor shall maintain the following insurance for the term of an awarded Agreement, and the DISTRICT shall be named as an additional insured. The Contractor will provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

4.3.1.9.1.1. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: $100,000

4.3.1.9.1.2. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability, for all liability the Contractor will assume under the awarded Agreement). Limits shall not be less than the following:

i. Bodily injury: $1,000,000 per person / $1,000,000 per occurrence.
ii. Property damage or combined single limit coverage: $1,000,000
iii. Automobile liability (including non-owned automobile coverage): $1,000,000
iv. Umbrella: $1,000,000

5. EVALUATION

5.1. EVALUATION FACTORS/POINTS

5.1.1. The DISTRICT will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the criteria 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 evaluators.

5.1.2. Proposals will be scored based upon comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

EVALUATION FACTORS		POINTS AVAILABLE
1.	Approach	20 Points
2.	Company Experience & Staff Qualifications	20 Points
3.	Description of Work Products	10 Points
4.	Capacity & Capability	20 Points
5.	Cost	30 Points
Total Maximum Allowable Evaluation Factor Points		**100 POINTS**
	New Mexico Resident Preference, if applicable	5 Points
	New Mexico Resident Veteran Preference, if applicable	10 Points
	Interview, if applicable	50 Points
Total Points Possible		**100 – 160 POINTS**

5.1.3. The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Cost Proposal}}{\text{This Offeror's Cost Proposal}} \times 30 = \text{Award Points}$$

5.1.4. Evaluation Process

5.1.5. The evaluations process will follow the five 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 Manager may contact the Offeror for clarification of the response as specified in Section 2.1.7. Proposal Evaluation.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section 2.2.22 Offer Qualifications.
4. Responsive proposals will be evaluated on the factors in Section 5 that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the DISTRICT, taking into consideration the evaluation factors in Section 5 and successful negotiations, will be recommended for contract award as specified in Section 2, Paragraph 2.1.12.2. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. In the event of oral presentations, responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors.
5. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.
6. Ties in ranking shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a first-place tie:

Scoring		Numerical Ranking		
Firm A	Tie	$(1^{st} + 2^{nd}/2)$	=	1.5
Firm B	Tie	$(1^{st} + 2^{nd}/2)$	=	1.5
Firm C	3rd		=	3

A tie for first, at the end of the final rankings after the completion of short listing and interviews, shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Procurement Manager.

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT

RFP 21-22-67
Gadsden Middle School, Part I: Building Systems Analysis / Part II: Campus Master Plan and Educational Specifications

In acknowledgement of receipt of this Request for Proposal (RFP), the undersigned agrees that they have received the official Notification via email, of the above RFP, and as accessed the RFP documents on the DISTRICT website as instructed in the Notification.

This Acknowledgement of Receipt is to be signed and returned to the DISTRICT by the close of business on September 27, 2021. Only potential Offerors who elect to return this completed Acknowledgement form will receive electronic copies of the RFP Addendums, if any are issued. The following information will be used for all correspondence related to this RFP.

Please print:

Business Name: _____

Business Contact Name: _____

Title: _____ Phone: _____

Email: _____ Fax: _____

Mailing Address: _____

City:_____ State: _____ Zip: _____

Signature: _____ Date: _____

Please return completed form to:

Gadsden Independent School District
4950 McNutt Rd., Sunland Park, NM 88063
Phone: (575) 882-6252
Email: ggalvan@gisd.k12.nm.us
Fax: (575) 882-6298

APPENDIX B: SAMPLE AGREEMENT

New Mexico Public School Facilities Authority

Agreement No._____

THIS Agreement ("Agreement") is made by and between the [Gadsden Independent School District] hereinafter referred to as the "Owner" and the State of New Mexico Public School Facilities Authority, hereinafter referred to as the "Co-Owner" and [contractor name] hereinafter referred to as the "Contractor" and collectively referred to as the "Parties."

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq., Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Owner has selected Contractor as the Offeror most advantageous to the Owner; and

WHEREAS, all terms and conditions of the [**RFP 21-22-67 and Gadsden Middle School, Part I: Building Systems Analysis / Part II: Campus Master Plan and Educational Specifications**] and Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

1.1. The Contractor shall perform the work as described in Exhibit A, the terms and provisions of which are incorporated herein by reference.

2. Compensation

2.1. The Contractor shall be compensated in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed $75,000.00, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $5,062.50 shall be paid by the Owner and Co-Owner to the Contractor as follows.

Owner participation	(66.27%) at:	$49,700.00
Co-Owner participation	(33.73%) at:	$25,300.00
Total		$75,000.00

2.1.1. The total amount payable to the Contractor under this Agreement, including gross receipts tax, at the rate of 6.75% shall not exceed $80,062.50. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall

equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Owner and Co-Owner when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2.2. Payment shall be made upon acceptance of each deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All Payment Invoices MUST BE received by OWNER no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

2.3. The Contractor shall be reimbursed by OWNER for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification Number. Contractor and all subcontractors shall pay all Federal, state and local taxes Applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold OWNER AND CO-OWNER harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3. Term

3.1. Services of the Contractor shall commence on the date of the final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within [state term, example One-Hundred and Twenty (120) days] of the date of execution of this Agreement. OWNER AND CO-OWNER reserve the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

4. Termination

4.1. Grounds. OWNER AND CO-OWNER may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon OWNER AND CO-OWNER's uncured, material breach of this Agreement.

4.2. Notice. OWNER AND CO-OWNER Opportunity to Cure.

4.2.1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, OWNER AND CO-OWNER shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

4.2.2. Contractor shall give OWNER AND CO-OWNER written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all OWNER AND CO-OWNER's material breaches of this Agreement upon which the termination is based and (ii) state what OWNER AND CO-OWNER must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if OWNER AND CO-OWNER does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, OWNER AND CO-OWNER does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

4.2.3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by OWNER AND CO-OWNER; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

4.3. Liability. Except as otherwise expressly allowed or provided under this Agreement, OWNER AND CO-OWNER's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OWNER AND CO-OWNER'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

5. Appropriations

5.1. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by OWNER AND CO-OWNER to the Contractor. OWNER AND CO-OWNER's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If OWNER AND CO-OWNER propose an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

6.1. The Contractor and its agents and employees are independent contractors performing professional or general services for OWNER AND CO-OWNER and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Product of Service – Copyright

7.1. All materials developed or acquired by the Consultant under this Agreement shall become the property of the State of New Mexico and shall be delivered to OWNER AND CO-OWNER no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Consultant under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Consultant.

8. Conflict of Interest; Governmental Conduct Act

8.1. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

8.2. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

8.2.1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any OWNER AND CO-OWNER employee while such employee was or is employed by OWNER AND CO-OWNER and participating directly or indirectly in OWNER AND CO-OWNER's contracting process;

8.2.2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

8.2.3. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in OWNER AND CO-OWNER's making this Agreement;

8.2.4. this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

8.2.5. in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

8.2.6. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of OWNER AND CO-OWNER.

8.3. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which OWNER AND CO-OWNER relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to OWNER AND CO-OWNER if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to OWNER AND CO-OWNER and notwithstanding anything in the Agreement to the contrary, OWNER AND CO-OWNER may immediately terminate the Agreement.

8.4. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Confidentiality

9.1. Any Confidential Information provided to the Contractor by the OWNER AND CO-OWNER or, developed by the Contractor based on information provided by the OWNER AND CO-OWNER in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the OWNER AND CO-OWNER. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the OWNER AND CO-OWNER within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the OWNER AND CO-OWNER will result in direct, special and incidental damages.

10. Amendment

10.1. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories.

10.2. If OWNER AND CO-OWNER propose an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

11. Merger

11.1. This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings

have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

12. Penalties for Violation of Law

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

13. Equal Opportunity Compliance

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

14. Workers Compensation

14.1. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by OWNER AND CO-OWNER.

15. Applicable Law

15.1. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

16. Records and Financial Audit

16.1. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by OWNER AND CO-OWNER, the Department of Finance and Administration and the State Auditor. OWNER AND CO-OWNER shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of OWNER AND CO-OWNER to recover excessive or illegal payments

17. Indemnification

17.1. The Contractor shall defend, indemnify and hold harmless OWNER AND CO-OWNER and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all

other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of OWNER AND CO-OWNER and the Risk Management Division of the New Mexico General Services Department by certified mail.

18. Invalid Term or Condition

18.1. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

19. Enforcement of Agreement

19.1. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

20. Non-Collusion

20.1. In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the OWNER AND CO-OWNER.

21. Notices

21.1. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: **OWNER**

To: **CO-OWNER**

To: **Contractor**

22. Default/Breach

22.1. In case of Default and/or Breach by the Contractor, for any reason whatsoever, OWNER AND CO-OWNER and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and OWNER AND CO-OWNER and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

23. Insurance

23.1. Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the OWNER AND CO-OWNER as an additional insured.

23.2. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: $100,000.

23.3. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
24.3.1. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
24.3.2. Property damage or combined single limit coverage: $1,000,000.
24.3.3. Automobile liability (including non-owned automobile coverage): $1,000,000.
24.3.4. Umbrella: $1,000,000.

23.4 Contractor shall maintain the above insurance for the term of this Agreement and name the OWNER AND CO-OWNER as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

24. Equitable Remedies

24.1. Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the OWNER AND CO-OWNER irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the OWNER AND CO-OWNER, and the Contractor consents to the OWNER AND CO-OWNER's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. OWNER AND CO-OWNER's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that OWNER AND CO-OWNER may have under applicable law, including, but not limited to, monetary damages.

25. Assignment

25.1. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the OWNER AND CO-OWNER.

26. Subcontracting

26.1. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the OWNER AND CO-OWNER. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the OWNER AND CO-OWNER.

27. Commercial Warranty

27.1. The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

28. Release

28.1. Final payment of the amounts due under this Agreement shall operate as a release of the OWNER AND CO-OWNER, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

29. Contractor Personnel

29.1. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the OWNER AND CO-OWNER. Key personnel are those individuals considered by the OWNER AND CO-OWNER to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Name:
Name:

29.2. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the OWNER AND CO-OWNER. For all personnel, the OWNER AND CO-OWNER reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to OWNER AND CO-OWNER approval. The OWNER AND CO-OWNER, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The OWNER AND CO-OWNER reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the OWNER AND CO-OWNER, meeting the OWNER AND CO-OWNER's expectations.

30. Inspection of Services

30.1. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

30.2. The Contractor shall provide and maintain an inspection system acceptable to the OWNER AND CO-OWNER or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the OWNER AND CO-OWNER Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

30.3. The OWNER AND CO-OWNER or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The OWNER AND CO-OWNER Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

30.4. If the OWNER AND CO-OWNER Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

30.5. If any part of the services do not conform with the requirements of this Agreement, the OWNER AND CO-OWNER Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the OWNER AND CO-OWNER Agent or other party to this Agreement may:

30.5.1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
30.5.2. reduce the Agreement price to reflect the reduced value of the services performed.

30.6. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the OWNER AND CO-OWNER Agent or other party to this Agreement may:

30.6.1. by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
30.6.2. terminate the Agreement for default.

30.7. THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE EITHER THE OWNER OR CO-OWNERS'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

31. <u>Authority</u>

31.1. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year last executed by either party hereto as indicated below.

CONTRACTOR

By:_____ Date: _____
Signature

_____ _____
Printed Name Title

CONTRACTOR NM TAX ID Number: _____

OWNER

By:_____ Date: _____
Signature

_____ _____
Printed Name Title

CO-OWNER
New Mexico Public School Facilities Authority

By:_____ Date: _____
Signature

_____ _____
Printed Name Title

APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE

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)_____

_____

Signature Date

_____

Title (position)

SIGN WHERE APPLICABLE

– 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) Offeror Business Name

APPENDIX D: COST RESPONSE

Offerors must complete this Cost Response Form and submit it with the proposal. Offeror shall reference all work positions associated with this project, and each position's firm, fixed hourly rate. Add additional lines as needed. DISTRICT, at its discretion, may negotiate revised rates with the awarded Contractor on an annual basis through the duration of the contract term. Failure to successfully negotiate rates may result in termination of the Agreement.

PERSONNEL TITLE/CLASSIFICATION	PAY RATE	
	$	Per hour
	$	Per hour
	$	Per hour
	$	Per hour
	$	Per hour
	$	Per hour
	$	Per hour
	$	Per hour
	$	Per hour
	$	Per hour

EXHIBIT A – SCOPE OF WORK

Gadsden Middle School
Part I: Building Systems Analysis
Part II: Campus Master Plan and Educational Specifications

The Gadsden Independent School District and New Mexico Public School Facilities Authority seeks a planning study to help guide decisions regarding the Gadsden Middle School Campus, which serves grades 7th-8th. The following Public School Capital Outlay Council award language provides the basis for the planning study:

Planning phase funding to complete a feasibility study to determine options to renovate or replace the existing middle school buildings, with demolition of excess square footage, including a cost/benefit and building systems analysis, followed by a campus master plan and educational specification for grade levels 7-8.

Upon completion, the district may return to the PSCOC for the next out-of-cycle funding phase to include approval of the design enrollment, maximum gross square footage pursuant to the Adequacy Planning Guide, and an update to the total estimated project cost. PSCOC may make an award to fund a functional phase of a project without committing to funding future phases of proposed projects. The Council shall reevaluate each phase of a project and the capacity of the Public School Capital Outlay Fund before making an award for a subsequent phase of a project.

The work consists of two phases with Phase I commencing first.

Phase I: Building Systems Analysis Report (BSAR), which will identify the condition of the building structure and systems with the goal of determining:

- Square footage and systems in good condition and remain;
- Square footage and systems in poor condition and in need of demolition or improvement/replacement; and/or
- Whether the building needs to be replaced in its entirety.

Phase II: After the district completes Phase I, it will begin Phase II, which consists of a campus master plan/educational specifications (CMP/Ed Specs). Using the recommendations of Phase I, the campus master plan/educational specifications will program the spaces the school needs to implement its curriculum, verify enrollment, identify student accommodations during construction, and estimate total project costs.

The next sections provide a detailed scope of work required for Phase I and Phase II. Each phase shall have its own deliverable, however, the Phase II deliverable must utilize the recommendations, options, and cost data from Phase I.

PHASE I: BUILDING SYSTEMS ANALYSIS REPORT

BSAR DELIVERABLE

The Contractor shall provide and fully manage a qualified survey team to provide an evaluation of the overall facility condition by identifying components of the facility, hereafter referred to as
building systems and overall site and facility configuration as it relates to life-safety. The evaluation may require limited invasive inspection that must be agreed upon with the Owner prior to any damage. The cost of any repair necessary for evaluation shall be, with prior approval, an additional cost borne by the Owners. In the form of a study report. The BSAR will describe repair, or replacement with and an opinion of total project costs that would sufficiently correct building systems and other deficiencies so that the life of the facility would adequately support its intended purposes for long-term use of the facility.

The BSAR shall include a photographic survey, general narrative describing the building, adjacent structure/infrastructure, general site conditions, and cost estimates. The cost estimates shall conform to UniFormat 2010 Level III structure. Sketches or graphics supporting the conditions review or identifies work for building renovation or improvements will be useful.

SECTION 1 – CONDITIONS AND ANALYSIS

A. Adequacy Assessment – Provide an assessment of the Gadsden Middle School Building related to statewide adequacy standards including:

1. Utilize and review PSFA FAD data in performing this assessment to verify previously observed conditions and note any changes in condition since the last building assessment; and
2. Use photographs as needed.

B. Site Analysis – Conduct an overview of the Gadsden Middle School site including:

1. Drainage;
2. Ingress/Egress; and
3. Utilities.

C. Verify Construction Dates– Identify the age of the Gadsden Middle School Facility including:

1. Original Construction date and GSF; and
2. Dates of additions and GSF

D. Code Analysis – Provide complete facility survey by a New Mexico Licensed Architect identifying all the life-safety requirements including the following:

1. Construction type;
2. Egress routes;
3. Corridors;
4. Doors;
5. Fire protection;
6. Identify any ADA issues; and
7. Provide documentation of alteration level required as part of the analysis report.

E. Life-Safety – Provide complete building survey by a New Mexico Licensed Architect identifying the following:

1. Type, age and condition of facility construction;
2. Fire protection;
3. Fire rated corridors;
4. Fire rated doors; and
5. Sprinkler system.

F. Identify the location, type, age and condition of the following:

1. Fire alarm panel;
2. All smoke detectors;
3. Fire extinguishers; and
4. Strobes.

G. Identify all American with Disabilities (ADA) code violations; provide a statement of probable cost to repair versus replace to bring this system to code and to meet State adequacy standards.

H. Structural – Provide overall structural evaluation by a New Mexico Licensed Engineer that includes the following:

1. Footings;
2. Foundation;
3. Stem walls;
4. Slab;
5. Curtain wall;
6. Interior walls;
7. Bar joists;
8. Roof decking; and
9. Any site drainage that could impact any of the above.

I. Evaluation shall include seismic and uplift considerations. Interview the District's maintenance department and include their comments in the BSAR.

J. Overall Shell – Provide overall inspection. Interview the maintenance department and include their comments in the BSAR.

K. Roofing – Provide a complete survey including age, type, condition, and roof core (if appropriate and agreed upon by owner) approximately once every 5,000 square feet. Provide inspection and analysis of roof drains (camera scope, if necessary).

L. Facility's Interior Surfaces – Provide overall inspection. Interview maintenance department and include their comments in the BSAR.

M. Plumbing – Provide an overall survey of the following:

1. Water lines;
2. Sanitary sewer lines;

3. Storm sewer lines; and
4. Identify type, age and condition of all sanitary sewer lines from the manhole to the fixtures. Review Facility Information Management System (FIMS) work orders on plumbing issues. Interview maintenance department and include their comments in the BSAR.

N. Mechanical – Provide an overall survey that inspects and reports on the following:

1. Vents;
2. Hoods;
3. Heating, ventilation and air conditioning (HVAC) equipment;
4. Hydronic piping;
5. Air handling units and controls; and
6. Review Facility Information Management System (FIMS) work orders on plumbing issues. Interview maintenance department and include their comments in the BSAR.

O. Electrical – Provide an overall survey that inspects and reports on the following:

1. Main and sub panels;
2. Age of panels and wiring;
3. Condition of panels and wiring;
4. Identify code violations related to panels and wiring;
5. Estimate broadband pathways including wireless to be fully replaced and refer to PSFA guidelines as needed; and
6. Review Facility Information Management System (FIMS) work orders on plumbing issues. Interview maintenance department and include their comments in the BSAR.

P. Energy and Utilities Efficiency –Identify energy and utility costs of existing building and provide assessment on whether building can become more efficient.

SECTION 2 – OPTIONS AND RECOMMENDATIONS

Based on data and analysis gathered in Section I, please provide opinions, recommendations and/or options for Gadsden Middle School's continued use in its entirety with systems improvements, partial use, demolition of portions of the building, or full replacement of the building. This section shall identify cost/benefits of each option/recommendation.

SECTION 3 – COSTS ESTIMATES

Provide Supporting Cost Information for the recommendations or options– Include Uniformat Level III reporting to identify what is needed to correct work, including alteration levels required to complete the recommendations of renovation and/or replacement.

SECTION 4 – CONCLUSION

Provide any concluding remarks or observations.

SECTION 5. APPENDIX AND SUPPORTING INFORMATION

Provide any supporting information, drawings, or technical details in an appendix.

PHASE II: CAMPUS MASTER PLAN/EDUCATIONAL SPECIFICATIONS

CAMPUS MASTER PLAN/EDUCATIONAL SPECIFICATIONS DELIVERABLES

Provide a campus master plan/educational specifications document containing written narrative and enhanced with graphics, tables/charts, floor plans, and maps for review (either hard copy OR electronic format acceptable) prior to School Board approval. Upon receipt of PSFA approval letter, provide PSFA (1) one hard copy of the final educational specifications document. Upload an electronic copy of the final educational specifications document to the PSFA E-Construction Management System.

In preparing this Campus Master Plan and Educational Specifications, please use a comprehensive community engagement process.

- Steering Committee meetings as needed;
- Meetings with the district/school board;
- At least 2 Community workshops to identify issues and present findings/recommendations; and
- Presentation of findings and recommendations to Gadsden Independent School District Board of Education.

SECTION 1. REVIEW OF STRUCTURAL AND SYSTEMS ANALYSIS RECOMMENDATIONS

A. Review the Phase I Building Systems Analysis Report

SECTION 2. ADEQUACY ANALYSIS

A. Provide an overview of the school's existing spaces in relation to adequacy

1. Spaces under adequacy
2. Spaces to adequacy
3. Spaces over adequacy

SECTION 3. DEMOGRAPHICS AND ENROLLMENT

A. Past Enrollment Trends – Provide an overview of enrollment trends at Gadsden Middle School for the previous five school years. Discuss relevant factors that have impacted the enrollment trends such as:

1. Relevant demographic trends in the county/district/School Attendance Boundaries such as:

a) Census data
b) Birthrates

c) In/out migration
d) Historic enrollment trends
e) Economic development/key industry activity
f) Educational programs
g) Alternative educational facilities, if any and as applicable
h) COVID-19 impact, if applicable

2. Provide table or chart that summarizes the past five years of enrollment at Gadsden Middle School (based on latest 40-day Certified Enrollment Counts).

B. Enrollment Projections – Provide an enrollment projection analysis for the next five years for School and its individual grade levels.

1. Provide table or chart that summarizes the enrollment projection for the next five years for the project.

2. Provide a brief analysis of projection and likely enrollment trend scenario for Gadsden Middle School.

3. Discuss relevant factors that justifies the projection and likely enrollment trend scenario for Gadsden Middle School such as (as applicable):

a) Previous enrollment trends
b) Survival ratios
c) Birth rates
d) Municipal/County/Regional demographic trends
e) Housing development
f) Boundary adjustments
g) Programmatic changes
h) Economic development initiatives/dominant industry expansion
i) Others

SECTION 4. UTILIZATION AND CAPACITY

A. Maximum/Functional Capacity Analysis – For the existing Gadsden Middle School

1. Maximum capacity with and without portables
2. Functional capacity with and without portables

B. Utilization Analysis for the existing facilities – Prepare a utilization analysis of the existing facility that identifies the following (please utilize PSFA Utilization Analysis sheet located on PSFA website at):

http://nmpsfa.org/?q=facility-planning

C. Identify special factors that affect capacity and utilization of existing facilities such as (if any):

1. Special education
2. Other special programs or curriculum issues including needs of Gadsden Middle School
3. Attendance boundary issues
4. FTE availability
5. Vacant, underutilized, or instructional spaces repurposed for non-instructional uses
6. District transfer policy
7. Other

D. Space Needs at Gadsden Middle School

1. Based on capacity, utilization, current educational program, and special factors, discuss classrooms and core spaces the project will need to accommodate enrollment projection and incorporation of middle school, and planned educational program.

2. Discuss relevant strategies to meet the school's projected space needs efficiently including (as applicable).

    a) Increased/decreased capacity and related square footage
    b) Additions to or expansion of core facilities
    c) Boundary adjustments
    d) Schedule changes
    e) Grade level configuration
    f) Space consolidations or repurposing of existing space

SECTION 5. CAMPUS MASTER PLAN RECOMMENDATIONS FOR GADSDEN MIDDLE SCHOOL

A. Based on data gathered in Phase I, Phase II/Sections 1-4, and community input, please provide recommendations and/or options for efficient campus utilization and organization. In determining recommendations, please consider the following (as applicable):

1. Potential reducing square footage including comparison of existing gross square footage of existing Gadsden Middle School vs GSF eligible based the five-year enrollment projection per the PSFA GSF calculator at:

https://www.nmpsfa.org/wordpress/building-standards-and-planning-guidelines/

2. Discussion related to addressing adequacy issues (spaces under adequacy and any to remain over adequacy)
3. Grade level configuration
4. Space adjacencies (i.e. – how and where spaces will relate to each other in the building
5. Site and/or campus re-organization and/or configuration
6. Campus security features (external such as fences and internal such as vestibules)

B. Provide conceptual floorplan that shows where work will take place, the nature of work, the types of spaces to be added/demolished and project phasing.

C. Provide conceptual site plan showing how project will lay out on the site and how it relates to:

1. Parking
2. Student drop-off/pick-up for both parent and bus
3. Playground/Playing Fields
4. Student access to buildings and circulation within site
5. Identification of site acreage
6. Site constraints if any
7. Campus layout

SECTION 6. EDUCATIONAL PROGRAM AND DELIVERY SYSTEM

A. Describe the school's instructional program and curriculum delivery methods.

B. Describe the school's grade level configuration and identify any special organizational models (i.e. academies, grade level groupings, collaboration/partnerships).

C. Discuss school scheduling approach (periods, hours, lunch seating rotations, library time, computer lab, student arrival, and student dismissal).

D. Identify any special programs or unique curriculum features such as special education, performing/visual arts, electives, advanced placement, online learning opportunities, outdoor classroom, and/or off site learning/areas).

E. Discuss any special curricular and extracurricular activities the building accommodates including joint use with other entities that use the school.

F. Discuss any anticipated changes to the educational program or delivery system in the new project.

SECTION 7. SPACE REQUIREMENTS FOR GADSDEN MIDDLE SCHOOL

A. In a chart or table, Itemize the quantity and sizes of spaces required to accommodate the educational program.

1. Make a clear distinction between the spaces to adequacy and those over adequacy per the adequacy planning guide at (if any):

2. Quantify the number of spaces needed and size of spaces needed for the school's educational program including but not limited to

a) General, elective, and special education classroom space
b) Student dining
c) Administration

d) Student health/nurse suite (can be included in admin)
e) Media arts
f) Technology aided instruction (computer labs)
g) Janitorial/building support
h) Student commons
i) Any other spaces requires to support school's operation

3. Calculate building TARE

B. Identify anticipated student capacity, utilization, and efficiency of the facility use and provide supporting analysis.

SECTION 8. ROOM/SPACE CHARACTERISTICS AND CRITERIA

A. Identify the general functional, spatial, and environmental characteristics of each room and include:

1. Anticipated furnishings
2. Built-in equipment/spaces including:
   a) Case work
   b) Sink
   c) Restroom (s)
   d) Lockers or storage
3. Technology requirements
4. Power requirements

B. In order to make a clear distinction between the items PSCOC will pay for and those which PSCOC will pay, itemize spaces, equipment, and furnishings into two separate categorized lists - PSCOC eligible and non-PSCOC eligible.

SECTION 9. PHASING PLAN

A. Identify potential project phasing including:

1. Housing of Gadsden Middle School students during construction
2. Potential project timeline
3. Anticipated project delivery

SECTION 10. PROJECT BUDGET

A. Provide an estimate of probable cost for the total project including:

1. Site development costs
2. Facility construction
3. Demolition

4. Other project costs

B. Identify cost estimating assumptions and address.

1. Unit costs
2. Inflation
3. Other cost factors (i.e. distance from materials/labor, part of the state in which project is located)