

# **CURRY COUNTY**



**Request for Proposal No. 2015/16-06**

## **PROFESSIONAL ARCHITECTURAL SERVICES FOR CURRY COUNTY ADULT DETENTION CENTER**

**Curry County Administration  
700 N. Main Street, Suite 10  
Clovis, NM 88101  
Attn: Purchasing Department**

**Date Qualifications Submitted By:  
March 4, 2016  
Time: 2:00 p.m.**

**Proposals must be submitted in a sealed  
envelope that is clearly marked**

**“RFP No. 2015/16-06  
– Do Not Open”**

The Board of County Commissioners for Curry County, State of New Mexico is requesting competitive sealed proposals for architectural services from qualified Architects and/or Architectural Firms interested in providing architectural services for the remodel, renovation and/or addition of the Curry County Detention Center located at 801 Mitchell, Clovis, NM.

Curry County is also issuing a request for proposals for construction management services. The architect chosen will work closely with the construction manager on this Project.

To be responsive, six (6) copies of the proposals must be submitted no later than March 4, 2016 at 2:00 p.m. at the Curry County Administration Office, located at 700 North Main Street, Suite 10, Clovis, NM 88101

**IMPORTANT:**

**SEALED PROPOSAL** along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or packaged with all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (County Manager Lance Pyle or Carol Pipes, Procurement Officer) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 700 N. Main, Suite 10, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 700 N. Main, Suite 10, Curry County Courthouse, Clovis, NM 88101.

**NOTE: WHEN SHIPPING OVERNIGHT DELIVERY IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE.**

Lance A. Pyle  
Curry County Manager  
Phone 575-763-6016  
[lpyle@currycounty.org](mailto:lpyle@currycounty.org)

## **PURPOSE/GOAL**

Through this project, the County of Curry intends to provide for the renovation and expansion of the existing Adult Detention Center, 801 Mitchell, Clovis, NM. The purpose of this project is to create additional housing for 48 single cells (96 double cells); create space within the new addition and within the existing structure providing programmatic support and ancillary accommodations for the increased capacity; improve the existing structure design to create a line-of-site vision to the maximum number of housing pods to optimize the best use of current space.

The existing County detention center was built in approximately 1994. The main floor occupies 35,970 square feet and the Mezzanine level has 8,450 square feet. The Annex is a separate structure to the east, which occupies an additional 6,000 square feet. Being originally built as a fitness center, it was later acquired by Curry County and renovated for use as additional housing at the detention center.

The selected firm would demonstrate an understanding of and commitment to design excellence and should incorporate a cost effective design approach fully considering life cycle analysis in selection of materials and systems, a balance of innovative design and traditional operating and maintenance practices including durability and ease of maintenance, layout and systems that provide safety beyond code compliance, high performance systems that provide value while protecting citizen's health and environment, and accessibility for all citizens that surpass the minimum consideration of the ADA law.

Funding available for this renovation and expansion of the existing Curry County Adult Detention Center will consist of County issued hold harmless revenue bonds.

## **SCOPE OF WORK**

The County desires to enter into a contractual relationship with an architect and/or architectural firm for professional architectural services with an emphasis on jail design that will optimize the best use of the existing property. The County owns and operates the Curry County Detention Center (CCDC), located at 801 Mitchell, Clovis, NM 88101, which is a minimum security adult detention facility. The building was built in 1994 and houses approximately 208 inmates. Due to consistent overpopulation, the County is seeking to both remodel and renovate existing space and expand the current facility. The County would like to contract with an architect that offers experience and a solid background in jail design services, including renovations and additions, as well as experience and expertise in evaluating user needs, providing programming, master planning, construction documentation (to include plans and specifications), bidding and negotiations, and construction administration and post-construction consultation.

**The County's current detention center is fully functional and must remain open during normal business hours. Construction cannot interfere with normal jail operations.**

The scope of the work to be performed will generally include, but shall not be limited to, the following:

1. The existing air conditioning units and system at CCDC need to be upgraded and improved with refrigerated air conditioning. In addition, there is a need for additional duct and ductwork in the existing facility. The architect selected by County for this project will need to review the existing facility, and as quickly as possible, provide County with a proposal/plan to convert the existing detention center to refrigerated air conditioning with new ductwork that will provide conditioning to all areas of the existing detention center.
2. The County will select an architect to study and analyze the existing detention facility and the surrounding land that the County has available to the East and to the South to include the associated underground utilities and the projected cost of relocating the same and will present with their preliminary architect designs, schematic and preliminary design options and costs of each. The plans need to include the most cost effective way for the County to proceed to address properly classifying, housing and maintaining the population and programming for the next twenty (20) years. This will include taking into account possibly the nine (9) following items:
  - a. A central control to create line-of-site vision to the maximum number of housing pods
  - b. A booking/intake area, to include addition/remodel and/or addition of holding cells, including two (2) dry cells;
  - c. An attorney/client visitation area to create additional space;
  - d. A medical area to create additional space;
  - e. A maintenance storage space;
  - f. A new housing unit to include a minimum of 48 single cells (96 double cells) to house identified special populations;
  - g. Utilization of the "Annex" to include outside recreation areas;
  - h. An optional enclosed area to transport inmates from the Annex and the Sally Port to the historic Curry County Court House; and
  - i. Any other update that may be identified during the programming phase that can better utilize the space and serve the County's needs in the most cost effective manner.
3. Architect shall provide needs assessments, evaluations, analysis, recommendations, cost and time estimates, reports, financial and non-financial feasibility studies, preparation of schematic or preliminary

- designs, field inspections and investigations, and code compliance investigations for architectural compliant structures and provide County with preliminary design for the building.
4. When an architect contract has been awarded, Curry County will provide conceptual plans and the architect will be required to consider these conceptual plans for the layout of the work on the detention center and, prepare architectural plans for the redesign that work within the budgeted amount for the project.
  5. After the Board of County Commissioners approves preliminary architectural design that meets County's needs and falls within budgeted amount, architect shall prepare schematic and preliminary designs for the commission to view. Thereafter, architect will prepare final architectural plans for the remodel, which will include all necessary stamped drawings for construction permits.
  6. Architect shall assist County with pre-bid documents, the bidding phase, preparing specifications of the project and construction contracts and other documents. Architectural plans must meet all current building codes and provide ADA compliancy.
  7. Architect will provide plans to the Commission, which will contain everything necessary for Curry County to bid each and every phase of the project in conformance and compliance with New Mexico Procurement Code, New Mexico Building Code and any and all other codes applicable to the project.
  8. Architect will be required to assist County with all pre-bid and post-bid reviews and will be available as necessary to inspect the project or assist County during construction phase.
  9. The successful architect will work with the County to help establish the budget through the design process for the project.
  10. The successful architect shall furnish all expertise, labor and resources, in accordance with the requirements of the scope of work.

#### **MANDATORY PRE-PROPOSAL CONFERENCE**

All architects/offerors wishing to respond to this RFP **must attend** the **mandatory** pre-proposal conference held on Wednesday, February 17, 2016 at 10:00 a.m. which will be held in the Administration Conference Room, at the Curry County Courthouse, 700 North Main, Suite 10, Clovis, NM 88101. A tour of the facility will be conducted at that time.

#### **REQUIREMENTS FOR PROPOSAL**

1. Submit six (6) original proposals and one (1) on electronic media.
2. The architect with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.

3. Proposals shall not exceed twenty (20) pages in length, exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages.

### **PROPOSAL PACKAGE**

Proposals must include the following:

1. The architect's specialized technical competence in architectural services in the design of detention center renovation, remodel and/or addition.
2. The experience of the architects in the environmental, technical, operational and maintenance aspects of a detention center.
3. The architect's track record on performance time and cost control aspects of projects similar to this project.
4. The architect's previous experience with remodeling an existing detention center.
5. The number of projects that the Architect performed over the last five (5) years, which exceeded initial budget figures and, overall percentage of projects within the last five (5) years the architect has worked on that exceeded initial budget figures.
6. Number of contracts with governmental agencies or private industries that were not completed within the original schedules and overall percentage of projects within the last five (5) years the architect has worked on that exceeded initial schedules.
7. The capacity and capability of the firm, to provide the work provided in the scope. This may include resumes of personnel as well a description and size of the firm.
8. An organizational chart showing all aspects of the firm that are needed to support the Scope of Work as described previously.
9. A detailed plan for how the architect will propose his or her approach to successfully complete the project described in the scope of work.
10. A detailed list of at least three (3) references to include contact information and a description of the project associated with each reference.
11. The ability of the offeror to provide all the proper licensure as well as any insurance requirements as deemed necessary by Curry County.
12. Proof of financial stability and the condition of the Architectural Offeror, such as a certified copy (notarized) of current financial report with the proposal. Such information may be marked "Confidential" so as not to be disclosed once the proposal becomes public information.

**EVALUATION CRITERIA** Each applicant will be reviewed and the proposal considered regarding its ability to prepare architectural plans for the remodel, renovation and/or addition of the building at 801 Mitchell, within the county's established budget and timeline. Architect must identify concepts of how they will optimize the best use for the current space and

**its cost effectiveness to the County. Concepts such as central control, booking area, attorney/client visitation area, medical area and others unique to architecture for detention facilities must be spelled out and identified.**

1. Each proposal must set forth the architect's specialized technical competence in the architectural design as demonstrated in previous similar projects. The architect must show that they have skills to prepare, bring in within time and monetary constraints the project for the remodel, renovation and/or addition for the existing detention center. **20 points**
2. Capacity and capability of the architect, ability of the architect to prepare the plans, work on the design, construction administration and assist the County throughout the project, as well as to be onsite to meet with County Personnel and site preparation as reflected in architect's response to the proposal contents previously set forth. **15 points**
3. Past record of performance to include projects of similar scope and size; including control of cost, quality of work and ability to meet schedules, and a list of at least three (3) contact references as reflected in proper response to the proposal contents previously set forth. **15 points**
4. Capacity and capability of the architect to perform the work within time limitations established by the County. If architect will not have an office in Clovis, New Mexico, please describe in detail how applicant proposes to handle the architectural work required from a remote location. If architect is not to have a full time senior representative available in Clovis, NM, how will the applicant handle response times as needs arise during the Project as reflected in architect's response to the proposal contents previously set forth. **15 points**
5. Plan of approach by the architect to successfully complete the project within the time and budget allowed. This should include the architect's approach to manage budget, time constraints, site preparation and assisting the county with bid documents as well as evaluation. **10 points**
6. Work to be done in New Mexico. Explain the amount of design work that will be produced by a New Mexico Business within this state. **5 Points**
7. Current volume of work with Curry County not 75 percent complete, proximity to or familiarity with the area in which the project site is located. **5 Points**

8. Financial Stability and the condition of the Architectural Offeror. **5 Points**

**Maximum Evaluation Score**

**90 Points**

**PROJECT TIME (ESTIMATED)**

The initial design phase (preliminary architectural design, schematic and preliminary designs) will begin on or around April 5, 2016 and must be completed within sixty (60) days of notice to proceed issued. Completion of final architectural plans for the remodel, stamped drawings for construction permits and bid specifications will be sixty (60) days after approval and acceptance by County of the initial design approval. The bidding phase, pre-bid and construction and execution of construction contract must be completed within ninety (90) days after approval of final architectural plans.

**FEE STRUCTURE**

Successful architect:

- a. Shall be prepared to go into negotiations for project fees prior to any work being started.
- b. Project fee shall be negotiated based on the following:
  1. Lump sum for: Initial Design and Recommendations
  2. Fee Negotiation:
    - a. Design phase
    - b. Bid specification
    - c. Bid phase
    - d. Construction observation

Payment may be monthly after receipt of invoice and acceptance by the County.

**OTHER REQUIREMENTS**

During the evaluation process, the County reserves the right to request additional information or clarification from architects. Architects/Offerors submitting proposals may be requested to make oral presentations. The County reserves the right, without prejudice to: (1) cancel this solicitation; (2) reject any and all proposals; (3) request oral interviews or additional information; (4) select the proposal that best meets the needs of the County; (5) negotiate a contract that covers selected parts of the proposal.

**Once the selection committee has made their determination, the selected architectural offeror will be notified and a time established for the architect to meet with County for an initial scope of work conference. Should Curry County and the selected architectural offeror be unable to agree on the fee of the project, then the County will notify the runner-up architect and begin the cost negotiation process again. This process will continue until a suitable architect and fee are determined or the proposals are rejected.**

**PROCEDURE**

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Architects who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those architects will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commissioner for award. Once awarded, negotiations will be conducted with architect. If a satisfactory agreement can be reached, the contract will be awarded to the architect. Otherwise, negotiations will either be conducted with each subsequent architect until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.
2. Method of Award: Award will be made to the architect whose proposal is determined to be the most professional and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

**SEQUENCE OF EVENTS**

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

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RFP	Curry County	1/25/16
2.	Pre-Proposal Conference/Site Visit <b>(Mandatory)</b>	Curry County and potential architects	2/17/16 @ 10 a.m.
3.	Deadline to Submit Questions	Potential architects	2/22/16 @ 4:00 p.m.
4.	Last Response to Written Questions/RFP Amendments	Curry County	2/26/16 @ 5 p.m.
5.	<b>Submission of Proposal</b>	<b>Architect</b>	<b>3/4/16</b> <b>@ 2:00 p.m.</b>
6.	Proposal Evaluation	Evaluation Committee	3/7/16 – 3/14/16
7.	Selection of Finalist(s)	Evaluation Committee	3/14/16

8.	Oral Presentation by Finalist	Architect	TBD
9.	Negotiate and Finalize Contract	Curry County, Awarded Architect	3/15/16 – 3/25/16
10.	Approve Contract	County Commission	4/5/16
11.	Commence Services	Contracted Architect	4/5/16

**TERM OF CONTRACT**

The contract shall begin April 5, 2016 and run for a period of two (2) years thereafter, or upon completion of the Scope of Work for the project listed below, whichever comes first.

**The Curry County Detention Center currently houses 208 inmates and must remain open during normal business hours. Construction cannot interfere with their occupancy.**

**ADDITIONAL TERMS**

1. The Board of Commissioners of Curry County reserves the right to reject any and all proposals, to waive informality, technical defect, or clerical error in any proposal and to accept the proposal, which in its judgment is the most suitable and advantageous to the County.
2. Payment terms: Payment by credit card (VISA) is the preferred method of payment for Curry County. Payment shall be made net thirty (30) days from invoice date after receipt of goods and services unless additional documentation is requested by the Finance Department to support the expenditure. All invoices shall be submitted directly to the Curry County Finance Department at 700 N. Main, Suite 10, Clovis, NM 88101.
3. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the architect proposes to furnish which contains variations from the specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County. Architects shall list on a separate sheet of paper any variations from or exceptions to the conditions and the specifications of this request for proposals. **This sheet shall be labeled: "Exception(s) to the specifications" and shall be included with the proposal.**
4. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the County Manager or designee prior to **the proposal opening.** Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the County Manager or designee. Questions answered by any other person or County Official shall be

considered completely non-applicable to the legal provision of this proposal, except as authorized by the County Manager. The County is not responsible for any errors or omissions contained in the architect's proposal.

5. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
6. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that the entire proposal be kept confidential.
7. **Any pages marked "PROPOSAL FORM" included in this request for proposals packet must be completed and submitted as part of the proposal.**
8. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The architect shall acknowledge each addendum on the information form contained in this RFP packet. Verbal responses and/or representation are **not acceptable**.
9. The State of New Mexico's procurement code, section 13-1-28 through section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
10. The architect shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from Curry County. The architect will perform all services indicated in the proposal in compliance with the negotiated contract.
11. Architect must, in performance of the work to be performed, agree to fully comply with all applicable federal, state and local laws, licensing, permitting, rules and regulations.
12. Proposals received after the date and time indicated will be kept on file and will be open and considered only in the event that all other proposals are deemed non-responsive.

13. Proposals that do not meet the requirements set forth may be considered non-responsible.
14. All proposals submitted shall be binding upon the respondent for ninety (90) calendar days after the proposal's submission date.
15. The County reserves the right to negotiate any and all elements of this RFP.
16. All practices, materials, supplies and equipment shall comply with the Federal Occupation Safety and Health Act, as well as any pertinent federal, state and/or local codes, laws or regulations.
17. Architects are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement, its rights, title or its interest therein, or its power to execute such agreement to any other person, company or corporation without the prior written approval of Curry County.
18. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
19. Non-conclusion: Architects, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of conclusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
20. Non-discrimination: Architects, during the performance of this contract, will not discriminate against any employee or applicant for employment based on race, color, religion, creed, political ideas, sex, sexual preference, gender identity, national origin, age, marital status or physical or mental disability except where such is a bona-fide occupational qualification reasonably necessary to perform operations of the architect. By signing and submitting a proposal, architect agrees to comply with this paragraph.
21. Curry County reserves the right to reject any proposal from any architect that has previously failed to perform properly, or complete on time, contacts of similar nature, or to reject the proposal from any architect who is not in the position to perform such services satisfactorily. Such is at the discretion of the County.
22. If an architect, to whom a contract is awarded, refuses to accept the reward, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the architect for a period of time from entering into any contracts with Curry County.
23. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9<sup>th</sup> Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.

24. Award of this proposal is contingent upon available funding. This solicitation may be awarded in whole, part or none, whatever is deemed in the best interest of Curry County.
25. If the contractor currently has, or grows to, six (6) or more New Mexico employees, who work, or who are expected to work an average of at least twenty (20) hours per week over a six (6) month period during the term of this contract, the contractor must agree to: A. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer the health insurance to those employees if the expected annual value and the aggregate of any and all contracts between contractor and Curry County exceed one million dollars (\$1,000,000) or; B. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer the health insurance to those employees no later than July 1, 2009 if the expected annual value and the aggregate of any and all contracts between contractor and Curry County exceed five hundred thousand (\$500,000) or; C. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected value and the aggregate of any and all contracts between contractor and Curry County exceed two hundred and fifty thousand dollars (\$250,000). Bidder must agree to maintain record of the number of employees who have A.) Accepted health insurance; B.) Declined health insurance due to other health insurance coverage already in place; or C.) Declined health insurance for other reasons. These records are subject to review and audit by a representative of Curry County. Bidder must agree to advise all employees of the availability of the State publically financed healthcare coverage programs by providing each employee with, as a minimum, the following website link to additional information:  
<http://www.insurenewmexico.state.nm.us/>

#### **LICENSE REQUIREMENTS**

The successful architect will be required to have all licenses, as required by law in New Mexico, which are necessary to complete the services outlined in this request for proposal. This is to include professional architectural licenses.

#### **INSPECTION BY THE COUNTY**

Curry County reserves the right to inspect the projects at any time. The architect shall be available to answer any questions at the request of the County Manager, Construction/Safety Officer, Maintenance Supervisor, Finance Director or the Board of Curry County Commissioners.

#### **RESPONSIBILITY**

The architect will comply with any and all New Mexico Laws, including but not limited to the NM Worker's Compensation laws. Curry County will not be

responsible for any accident or injury to the architect or any person acting on behalf of the architect.

### **CONTRACT TERMS AND METHOD OF PAYMENT**

A formal contract will be entered into with the successful architect. The submitted proposal will be attached and become part of the contract. The successful architect will be paid during each phase of consulting, i.e. design phase and construction phase.

### **INSURANCE**

The successful architect will be required to provide to the County General Liability Coverage \$1,000,000 per incident with \$2,000,000 aggregate; \$1,000,000 Professional Liability with \$2,000,000 aggregate (or errors and omissions) policy.

### **BRIBES, GRATUITIES AND KICK-BACKS**

Pursuant to Article 1, Procurement, Section 13-1-191, NMSA 1978, reference is hereby made, to the criminal laws of New Mexico, which prohibits bribes, kickbacks and gratuities, the violation of which constitutes a felony. Furthermore, the Procurement Code imposes civil and criminal penalties for its violation.

### **ADDITIONAL INFORMATION**

Resident Business Preference or Resident Veteran Business Preference:

Points will be awarded based on architect's ability to provide a copy of a current Resident Business Certificate or Resident Veteran Business Certificate

- a. Resident Business Preference: For the architect to receive a Resident Business Preference, the business shall submit, with this proposal a copy of a valid Resident Business Certificate issued by the New Mexico Taxation and Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>. Five (5) percent (%) of the total possible points may be awarded to an architect who qualifies as a Resident Business. These points are added to the total points received for the Evaluation Criteria.
- b. Resident Veteran Business Preference: For the architect to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation and Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>. Architect seeking a Resident Veteran business Preference will be evaluation as follows:

1. Resident Veteran Business with annual revenues of \$1M or less is to receive a 10% preference on their proposals.
2. Resident Veteran Businesses with annual revenues of more than \$1M, but less than \$5M, are to receive an 8% preference on their proposals.
3. Resident Veteran Businesses with annual revenues of more than \$5M are to receive a 7% preference on their proposals.

The 7%, 8% or 10%, as indicated above will be added to the total points received for the Evaluation Criteria.

The Resident Veteran Business Preference is separate from the Resident Business Preference and is not cumulative with that preference. However, Resident Veteran Businesses can still receive the Resident Business Preference once the Resident Veteran Business Preference cap is exceeded.

Example: AN RFP has a total value of 1,000 points. Five proposals are received; one from a Resident Business, one from a Resident Veteran Business with an 8% preference, and three non-resident businesses. The resident Business would receive 50 points and the Resident Veteran Business would receive 80 points which would be added to their already evaluated scores, thereby making it possible for the highest score to be 1,080. Note: Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.

Campaign Contribution Disclosure Form: The architect shall submit, with this proposal, the signed Campaign Contribution Disclosure Form with the name(s) of the applicable public official(s) filled in on the form.

### **QUESTIONS**

Any questions concerning this request for proposal and the procurement process should be directed to Carol Pipes, Procurement Officer, at (575)763-6016, ext. 130 or [cpipes@currycounty.org](mailto:cpipes@currycounty.org).

## **PROPOSAL FORM CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with the state agency or local public body. 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 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.

**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 either 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.

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

**“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 contractor or the cancellation of the request for proposals.

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

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM  
CONTINUATION**

**“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 purchase contract.

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

Name(s) of Applicable Public Official(s) if any: Ben L. McDaniel, Wendell Bostwick, Angelina Baca, Chet Spear, Tim L. Ashley, Rosalie Riley, Candace Morrison, Debbie Spriggs, Wesley Waller, Mark Lansford

**DISCLOSURE OF CONTRIBUTIONS:**

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

Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

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

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

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

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

**NAME:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

**Or**

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

**NAME:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**