

**STATE PURCHASING DIVISION  
OF THE  
GENERAL SERVICES DEPARTMENT  
AND  
PROPERTY CONTROL DIVISION**

**REQUEST FOR PROPOSALS (RFP)**

**ARCHITECT - ENGINEER - LANDSCAPE ARCHITECT  
– LAND SURVEYOR SERVICES**



**RFP#**

<Insert RFP Number>

<Insert Release Date>

<Insert Due Date>

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# I. INTRODUCTION

## A. *PURPOSE OF THIS REQUEST FOR PROPOSALS*

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the purchase of Design Professional Services based on the scope of work described below. All potential Offerors are to read, understand and accept the requirements of this Request for Proposals (RFP)..

## B. *BACKGROUND INFORMATION*

It is the intent of the State of New Mexico to apply sustainable development concepts in the planning, design, construction, environmental management, operation, maintenance and disposal of facilities and infrastructure projects, consistent with applicable laws and budget requirements. Furthermore, EO 2006-001, State of New Mexico Energy Efficient Green Building Standards for State Buildings, signed January 16, 2006, calls on Executive Branch state agencies to promote energy efficiency, water conservation, and the use of clean energy sources, and to help foster markets for sustainable economic development. Specifically, it states that Executive Branch state agencies shall adopt the U.S. Green Building Council's LEED® rating system to achieve a minimum rating of LEED Silver for new construction of public buildings in excess of 15,000 square feet and/or using over 50 kW peak electrical demand. In achieving its LEED rating, the project must achieve a minimum delivered energy performance standard of 50% of the US energy consumption for that building type as defined by the U.S. Department of Energy. Additionally, new construction and renovation of public buildings between 5,000 -15,000 square feet shall achieve a minimum delivered energy performance standard of 50% of the US energy consumption for that building type as defined by the U.S. Department of Energy.

In 2010, the New Mexico Legislature enacted the Energy Efficiency Standards for Public Buildings. This act requires, for appropriations made after January 1, 2011, that new buildings, selected building additions, or selected building renovations be designed and constructed to attain the U.S. Environmental Protection Agency ENERGY STAR® qualification, or an alternative, equivalent standard specified by rule of the department.

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## C. *SCOPE OF PROCUREMENT*

The Property Control Division (PCD) and [Using Agency] have received funding for a XXXXXXXXXXXXXXXXXXXX. The scope of work for the XXXXXXXXXXXX will include but not necessarily be limited to full basic architectural/engineering services. Full Basic Services will include: Programming (site investigation and prioritization scheduling), Schematic Design (preliminary alternative materials and systems recommendations, including life cycle maintenance briefing and feasibility of utilizing alternative energy sources), Design Development, Construction Documents, Bidding, Construction Administration, Project Closeout and 11 Month Warranty Inspection. Construction administration will include a minimum of weekly project site meetings and inspection. Project closeout services will include one design process analysis meeting to assess implementation of sustainable design and construction requirements into the project and review any lessons learned from the overall effort.

<Insert description of scope of procurement; what you are looking to purchase and why>

{USER AGENCY} will provide program and operational support through all phases of the project. PCD will provide technical assistance and overall project management. PCD reserves the right to revise the scope of work or the MACC for this project, and adjust the fee accordingly.

#### **D. PROCUREMENT MANAGER**

1. Property Control Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Charles S. Gara, Procurement Manager  
Address: General Services Department, Property Control Division  
1100 St. Francis Drive, Room 2022  
P. O. Box 6850  
Santa Fe, NM 87502-0110  
Telephone: (505) 827-2141  
Fax: (505) 827-2181  
Email: [Chuck.Gara@state.nm.us](mailto:Chuck.Gara@state.nm.us)

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Charles S. Gara c/o SPD Assigned Buyer>  
Reference RFP Name: <Name and number of RFP>  
Address: State Purchasing Division  
1100 St. Francis Dr. Room 2016  
Santa Fe, New Mexico 87505

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

## ***E. DEFINITION OF TERMINOLOGY***

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Agency” means the State Purchasing Division of the General Services Department

“Agreement Administrator” shall mean the State Purchasing Division of the General Service Department.

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

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Consultant” means the qualified professional selected for this project by the Selection Committee.

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

"Contractor" shall mean the successful Offeror who enters into a Agreement with SPD.

"Design Professional" means the New Mexico licensed architect, engineer, landscape architect, or surveyor selected for this project by the Selection Committee.

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

"Desirable" – the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor

"Evaluation Committee" means a body appointed to perform the evaluation of Offerors proposals, also referred to as Selection Committee.

“Finalist” means an Offeror and/or Offerors who meet all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"General Services Department (GSD)" the cabinet level agency with responsibility for the PCD.

“IT” means Information Technology

"Joint Practices Board" is the Architect, Engineer, Surveyor, and Landscape Architect Joint Practices Board, which has statutory membership on the Selection Committee.

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

“LPB” means local public body.

"MACC" The maximum allowable construction cost as defined in the Agreement Between Owner and Design Professional.

"Mandatory" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services to more than one Offeror.

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

“Owner” as defined in the Agreement Between Owner and Design Professional shall be the Property Control Division of the New Mexico General Services Department

"PCD" Property Control Division, General Services Department. For the purposes of NMSA 1978, §13-1-120(B) (6), and the Evaluation Criteria and the Project Listing Form, the PCD is the entity requesting proposals.

"Procurement Manager" means the person or designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals

“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.

"Project Listing Form” means the form included as a part of this RFP, which all Offerors shall complete, indicating all outstanding awards and contracts less than 75% complete.



"Project Manager" is a Procuring Agency employee assigned by the Procuring Agency to oversee the contract work.

"Project Team" All members, including consultants who will be responsible for the completion of the project.

"Proposal" is the Offeror's response to this RFP.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals

"Responsible Offeror" means an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in this request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

"Selection" A formal written notice by the chair of the Selection Committee that a firm has been selected to enter into a contract for services.

"Selection Committee or Architect, Engineer, Landscape Architect and Surveyor Selection Committee" A body constituted in accordance with NMSA 1978, §13-1-121 to evaluate proposals and make selection recommendation and or selection. The Architect, Engineer, Landscape Architect and Surveyor Selection Committee consists of four members. The Selection Committee is chaired by the Director of the PCD and includes a representative of the Customer, the Joint Practices Board, and the Cabinet Secretary of the General Services Department or his/her designee. The PCD Staff Architect serves as staff to the Selection Committee.

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

"Solicited and Awarded" means an Invitation to Bid or RFP was made available to the general public, through any means.

"SPD" means State Purchasing Division of the New Mexico State General Services Department

"Staff" means an individual who is full-time, part-time, or an independently contracted employee with the Offerors company.

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

"State Purchasing Agent" means the purchasing agent for the State of New Mexico or a designated representative.

"User Agency" {User Agency}, for which this project is being designed.

"User Agency Contact" The person designated by the user agency to act on their behalf concerning the scope of work and programming requirements for the project.

## ***F. PROCUREMENT LIBRARY***

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:  
<http://www.generalservices.state.nm.us/statepurchasing/>.

<Add info here if you are posting additional documents to your website>

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule, description and conditions governing the procurement.

### ***A. SEQUENCE OF EVENTS***

The Procurement Manager will make every effort to adhere to the following schedule. However, if the Selection Committee makes a selection at the proposal Short Listing, events 9 - 10 will not apply. :

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates Sample Time Frames</b>	<b>Location</b>
1. Issue RFP	SPD	T-0	
2. Distribution List	SPD	T-10	
3. Pre-Proposal Conference	SPD	T-10	PCD Conference Room: RM 2022 Joseph Montoya Building 1100 St. Francis Drive;

			SF, NM
4. Deadline to submit Questions	Potential Offerors	T-12	
5. Response to Written Questions	Procurement Manager	T-14	
6. RFP Amendments	SPD		
<b>7. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>T-21</b>	
8. Proposal Evaluation	Evaluation Committee	T-21 to T-28	
9. Selection of Finalists	Evaluation Committee	T-30	
10. Oral Presentation	Finalist Offerors	T-31	
11. Contract Negotiations	PCD/Finalist Offeror(s)		
12. Contract Award	SPD/Finalist Offeror(s)		
13. Protest Deadline	SPD	+15 days	

## **B. EXPLANATION OF EVENTS**

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

### **1. Issuance of RFP**

This RFP is being issued on behalf of the New Mexico State General Services Department, Property Control Division on <Insert Date>.

### **2. Distribution List Response Due**

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on <Enter date>.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form 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.

### **3. Pre-Proposal Conference**

A pre-proposal conference will be held as indicated in the sequence of events beginning at <Enter time>Mountain Standard Time/Daylight Time in the <Enter Location and address>. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

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

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until <Insert time>Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D.

Between issuing the RFP and Deadline to Submit Written Questions, potential Offerors may contact the PCD Staff Architect or the PCD Project Manager to schedule any site visits.

Lemoyne F. Blackshear, Staff Architect, PCD (505) 699-7327  
PCD Phone (505) 827-2141  
PCD Fax: (505) 827-2181  
E-Mail [Lemoyne.Blackshear@state.nm.us](mailto:Lemoyne.Blackshear@state.nm.us)

**XXXXXX XXXXX**, Project Manager, PCD (505) XXX-XXXX  
PCD Phone (505) 827-2141  
PCD Fax: (505) 827-2181  
E-mail email [address@state.nm.us](mailto:address@state.nm.us)

#### **5. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: <http://www.generalservices.state.nm.us/statepurchasing/>

#### **6. RFP Amendments**

If an RFP amendment is deemed necessary it will be issued as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement

distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: <http://www.generalservices.state.nm.us/statepurchasing/>

## 7. Submission of Proposal

***ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON <Insert date>. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.***

**Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the < Enter Name of RFP and Number>. Proposals submitted by facsimile, or other electronic means, will not be accepted.**

A public log will be kept of the names of all Offer organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of 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 this Request for Proposals has been fully executed.

## 8. Proposal Evaluation

A Selection Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## 9. Selection of Finalists

The Selection Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II, A Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

## 10. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II, A Sequence of Events or as soon as possible.

Whether or not oral presentations will be held is at the discretion of the Selection Committee and Property Control Division.

## **11. Contract Negotiations**

The contract will be negotiated with the most advantageous Offerors as per schedule Section II, A Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Property Control Division. In accordance with NMSA 1978, §13-1-122 final fees are determined during contract negotiations and depend on such factors as project size and complexity as related to the approved Architect Rate Schedule (1.5.18 NMAC). The fees shall be negotiated in accordance with NMSA 1978, §13-1-122 as per the Architect Rate Schedule (1.5.18 NMAC). In addition to design meetings with the PCD and the User Agency as needed, the Design Professional is expected to visit the site at least once a week during the construction phase, unless modified by contract agreement. A copy of the Architect Rate Schedule and the PCD Capital Projects Design Procedures are available from the PCD

In the event that mutually agreeable terms cannot be reached within the time specified, the Property Control Division reserves the right to finalize a contract with the next most advantageous Offerors without undertaking a new procurement process.

## **12. Contract Awards**

After review of the Selection Committee Report and the signed contract, the State Purchasing Division will award the contract as per the schedule in Section II, A Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division.

The contract shall be awarded to the Offerors whose proposals are most advantageous to the State of New Mexico and Property Control Division, taking into consideration the weighted evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

## **13. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of the contract and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> 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 State Purchasing Agent. The protest must be delivered to:

Lawrence O. Maxwell, State Purchasing Agent

State Purchasing Division  
1100 St. Francis Dr., Room 2016  
Santa Fe, NM 87505

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

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

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

### **2. Incurring Cost**

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 set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with a state agency which may derive from this RFP. The state agency will make payments to only the prime contractor.

### **4. Subcontractors**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the Agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency hiring from the agreement, before any subcontractor is used during the term of this agreement.

### **5. Consultants**

Since the award is made on a quality-based evaluation process, replacement of consultants after award of and prior to the contract execution may cause the Offeror to be disqualified.

## **6. Amended Proposals**

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

## **7. Offerors Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request 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.

## **8. Disclosure of Proposal Contents**

The proposals will be kept confidential until negotiations are completed by PCD. 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. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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



**9. No Obligation**

This procurement in no manner obligates the State of New Mexico or any of its Agencies to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

**10. Termination**

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

**11. Sufficient Appropriation**

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

**12. Legal Review**

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Procurement Manager.

**13. Governing Law**

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

**14. Basis for Proposal**

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement is available on the State Purchasing website at <http://www.generalservices.state.nm.us/statepurchasing/>.

**15. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in "State of New Mexico."

However, the contracting agency reserves the right to negotiate with an Offeror provisions in addition to those contained in this RFP. 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.

Should an Offeror object to any of the terms and conditions in APPENDIX C, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

**16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency.

**17. Contract Deviations**

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

**18. Offeror Qualifications**

The Selection Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

**19. Right to Waive Minor Irregularities**

The Selection Committee reserves the right to waive minor irregularities. The Selection 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 Selection Committee.

**20. Change in Contractor Representatives**

The Agency reserve the right to require a change in contractor representatives if the assigned representatives is not, in the opinion of the Agency, meeting its needs adequately.

**21. Notice**

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

**22. Agency Rights**

The Agency in agreement with the Selection Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

**23. Right to Publish**

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

**24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

**25. Confidentiality**

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 SPD.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring SPD's written permission.

**26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the SPD, the version maintained by the SPD shall govern. Please refer to: <http://www.generalservices.state.nm.us/statepurchasing/>.

## **28. New Mexico Employees Health Coverage**

For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) 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, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) 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, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars 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 annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

## **29. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed unaltered form will result in disqualification.

### **30. Restrictions on Contributions and Other Things of Value**

During the time period beginning with public notice of this RFP and ending with the issuance of any determination related to any protest filed following the award of the contract, a prospective Offeror, or family member or representative of the prospective Offeror, as those terms are defined in Section 13-1-191.1 of the New Mexico Procurement Code, is barred by that Section from giving a campaign contribution or other thing of value to public officials, or their employees. Other prohibitions may apply to the successful Offeror upon such an award.

### **31. Pay Equity Reporting Requirements**

“If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract.

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

“Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

“Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

### **32. Disclosure Regarding Responsibility**

Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek

to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

- A. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: 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; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
- C. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- D. Have 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.
  - 1. Taxes are considered delinquent if both of the following criteria apply:
    - a. 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.
    - b. 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.
- E. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

Principal, for the 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.

The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing 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 an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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. 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 Procurement Manager or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent 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 State Purchasing Agent or Central Purchasing Officer.

### **33. Conflict of Interest; Governmental Conduct Act.**

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

## **III. RESPONSE FORMAT AND ORGANIZATION**

### **A. *NUMBER OF RESPONSES***

Potential Offerors shall submit only one proposal for this RFP.

### **B. *NUMBER OF COPIES***

Offerors shall deliver one (1) original and four (4) identical copies (five total) of their proposal and one electronic version of the proposal containing all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the location specified in Section I, Paragraph D2 on or before the closing date and time for receipt of proposals.

## **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and organized with tabs delineating each section. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of fifteen (15) numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics.

Material excluded from the fifteen (15) page maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Letter of Transmittal
- Tables of Contents page (one page maximum) (number as page i)
- Certificate(s) of insurance
- Project Listing Form
- Final Pay Requests – last ten projects. (See Section V. B. 4. A(4))
- Campaign Contribution Disclosure Form
- Employee Health Coverage Form
- Affidavit pursuant to Governmental Conduct Act (If applies)
- Resident Vendor or Resident Veteran Certificate (If applies)
- Resident Veterans Preference Certification (If applies)
- Conflict of Interest Affidavit (If applies)

### **1. Proposal Content and Organization**

All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (Optional)
- d) Response to Specifications (tabbed or indexed in the same order as the specifications)
- e) Certificate of Insurance
- f) Project Listing Form
- g) Final Pay Requests
- h) Response to PCD Standard Agreement Between Owner and Design Professional Terms and Conditions
- i) Offeror's Additional Terms and Conditions
- j) Campaign Contribution Form



- k) Signed Employee Health Coverage Form
- l) Signed Affidavit pursuant to Governmental Conduct Act (If applies)
- m) Resident Vendor or Resident Veteran Certificate (If applies)
- n) Resident Veterans Preference Certification (If applies)
- o) Conflict of Interest Affidavit (If applies)
- p) Other Supporting Material (Optional)

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## **2. Letter of Transmittal**

The Offerors proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form must be completed and must be signed by the person authorized to obligate the company. The letter of transmittal **MUST** include:

1. Identify the submitting organization;
2. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization;
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification;
5. Identify if sub-contractors will be used in the performance of the contract award.
6. Describe any relationship with any entity with which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
  - a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
  - b. Acceptance of Section V of this RFP
  - c. Acknowledge receipt of any and all amendments to this RFP.
  - d. Be signed by the person authorized to contractually obligate the organization;

### **3. Projects Listing Form**

The Offerors proposal must be accompanied by the Projects Listing Form located in **APPENDIX D**. All prior Selection Committee awards to the proposing team that are less than 75% complete shall be included on the form. Information determined to be inaccurate by PCD will be confirmed with the Offeror and corrected as necessary, prior to scoring by the Selection Committee.

## **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### **A. TECHNICAL SPECIFICATIONS**

#### **1. Specialized Design**

Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

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

Evidence of understanding of scope of work, the site, and existing conditions.

#### **3. Capacity and Capability**

Capacity and capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations.

#### **4. Past Record of Performance**

Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules.

#### **5. Proximity**

Proximity to or familiarity with the area in which the project is located.

#### **6. New Mexico Preference Advantage**

New Mexico Preference Advantage for in-state businesses.

## 7. Volume of Work

The volume of work previously done by the entity requesting proposals which is not 75% complete with respect to basic professional design services with the objective of effecting an equitable distribution of contracts among qualified business and of assuring that the interest of the public in having available a substantial number of qualified business is protected; provided, however, that the principle of selection of the most highly qualified business is not violated.

## 8. Organizational References

Vendors should provide a minimum of three (3) references from similar projects performed for private state and/or large local government clients within the last three years. **Vendors are required to submit APPENDIX G, Reference Form to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the vendor's responsibility to ensure that the completed forms are received by the or before the proposal submission deadline for inclusion in the evaluation process. Business References that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. The [Selection Committee](#) may contact any or all business references for validation of information submitted.

- 2.1 Client name;
- 2.2 Project description;
- 2.3 Project dates (starting and ending);
- 2.4 Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)
- 2.5 Staff assigned to reference engagement that will be designated for work per this RFP;
- 2.6 Client project manager name, telephone number, fax number and e-mail address.

## 9. Oral Presentation

If selected as a finalist, Offerors **must** agree to provide the Selection Committee the opportunity to interview proposed staff members identified by the Selection Committee, at the option of the Agency. The Selection Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Selection Committee to ask questions and seek clarifications. **A statement of concurrence must be submitted in the Offerors proposal.**

## **B. BUSINESS SPECIFICATIONS**

### **1. Resident Business or Resident Veterans Preference**

To be awarded the points Offerors must include a copy of their preference certificate in this section. In addition for resident Veterans Preference the attached certification Form APPENDIX H must accompany any RFP and any business wishing to receive the preference must complete and sign the form.

### **2. Financial Stability**

Offerors **must** submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission **must** include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror **must** state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Selection Committee to assess the financial stability of the Offeror.

### **3. Errors and Omissions Insurance Certificate**

**Minimum Requirements** - Article 11 of the Agreement Between Owner and Design Professional requires a minimum of \$1,000,000.00 per occurrence and in the aggregate. Please refer to the Agreement for actual requirements. With this proposal submit a Certificate of Insurance showing current coverage equal to or greater than what is required in this RFP.

Additional amounts will be incorporated into Other Conditions or Services (Part A) of Agreement Between Owner and Design Professional. Because of the complexity of this project additional Errors and Omissions insurance is required in the amount shown below. This amount will be in addition to what is required in Article 11. Additional Errors and Omissions: **\$0**

**Asbestos Errors and Omissions Insurance** - As part of the Errors and Omissions coverage, the Offeror shall include a document from the insurance carrier's agent, not included in the page count, stating that asbestos coverage is included in the Design Professional's standard policy.

**N/A**

### **4. Letter of Transmittal Form**

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form **must** be completed and must be signed by the person authorized to obligate the company.

### **5. Campaign Contribution Disclosure Form**

The Offeror **must** complete unaltered Campaign Contribution Disclosure Form and submit a

signed copy with their proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

**6. Employee Health Coverage Form**

The Offeror **must** agree with the terms as indicated in APPENDIX E. The unaltered form **must** be completed and must be signed by the person authorized to obligate the company.

**7. Pay Equity Reporting**

The Offeror **must** agree with the requirements of reporting as defined in Section II.C.30. Report is due at the time of contract award.

**A statement of concurrence with this requirement must be included in Offeror’s submitted proposal.**

**V. EVALUATION**

***A. EVALUATION POINT SUMMARY***

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factor</b>		<b>Points Available</b>
A	Technical Specifications	Points must be assigned and defined for all factors
A(1)	Specialized Design	25
A(2)	Evidence of Understanding of Scope of Work	25
A(3)	Capacity and Capability	15
A(4)	Past Record of Performance	15
A(5)	Proximity	10
A(6)	New Mexico Preference Advantage	5
A(7)	Volume of Work	5
A(8)	Organizational References	
A(9)	Oral Presentation	
B	Business Specifications	
B(1)	Financial Stability	Pass/Fail

B(2) Errors and Omissions	Pass/Fail
B(3) Letter of Transmittal	Pass/Fail
B(4) Campaign Contribution Disclosure Form	Pass/Fail
B(5) Employee Health Coverage Form	Pass/Fail
B(6) Pay Equity Reporting	Pass/Fail
<b>TOTAL</b>	<b>100 points</b>
Resident Preference	

Table 1: Evaluation Point Summary

**B. EVALUATION FACTORS**

A brief explanation of each evaluation factor is listed below. Information in one factor category may overlap information in other factor categories. Offerors are encouraged to fully address each factor completely, as points are assigned for responses to each. Responses to the RFP, shall include information and past project experiences specific to the team submitting the proposal.

**1. A (1) Specialized Design (See Table 1)**

- Vision/mission and business philosophy.
- Brief history of firm in New Mexico.
- Specific examples of best practices utilized by firm.
- Examples of highly successful aspects of projects similar to this project, completed by the office submitting this proposal.
- Firm’s experience with LEED, ENERGY STAR, and ability to incorporate energy conserving and sustainable measures into project design.
- Firm’s approach to project cost estimating and incorporation of Life Cycle Cost Analysis into the design process.

**2. A (2) Evidence of Understanding of Scope of Work (See Table 1)**

- Understanding of key project elements/goals.
- Challenges that might be expected based on type of project, including historic preservation, environmental conditions, project MACC, location, site, or other factors.
- Possible creative management approaches.
- Please note: Offerors are not to provide specific design solutions. Specific design solutions may actually result in a reduction in scoring in this category. The intent of this section is to give the Offeror, an opportunity to express professional observations, based on the scope of work, site visits, and interviews conducted during the preparation of the proposal.

**3. A (3) Capacity and Capability (See Table 1)**

- Indicate key personnel to be assigned to this project, their specific roles, experience, background, and Professional Seal/Certificate Number.
- List all design consultants and how they provide value to this project.
- Information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.
- Indicate relationship of the firm's/project team's current work load to the projected workload of this project, and personnel in the New Mexico office.

**4. A (4) Past Record of Performance (See Table 1)**

- Information on last ten (10) completed construction projects to include owner's project budget, final construction cost estimate, bid price including accepted alternates, total number and cost of Change Order.
- Information on these projects showing owners schedule compared to actual project schedule.
- Please explain any project difficulties and how the Offeror handled these issues
- Attach Contractor's "Final Application and Certification for Payment" (AIA Form G702 or equal) for these ten projects. (Not included in page count.)

**5. A (5) Proximity (See Table 1)**

- Provide information relative to the project's location and how members of the project team can respond to issues at the site.
- Indicate previous projects completed in the close vicinity of this project, including references.

**6. A (6) New Mexico Preference Advantage (See Table 1)**

- Submit a copy of a valid resident business certificate or valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department.
- For a joint proposal submitted by both resident and nonresident Offeror, also provide the percentage of the work produced or performed by the nonresident firm.

**7. A (7) Volume of Work (See Table 1)**

Using the "Project Listing Form" indicate the status of past projects awarded by the Architect/Engineer Selection Committee, through this RFP process to the Project Team.

The following point deduction formula will be used for projects less than 75% complete.

<u>Combined Total Fees</u>	<u>Points Deducted</u>
Less than \$75,000	0 points
\$75,000 - \$100,000	1 point
\$100,000 - \$150,000	2 points
\$150,000 - \$200,000	3 points
\$200,000 - \$250,000	4 points
Greater than \$250,000	5 points

**8. A (8) Organizational References (See Table 1)**

Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror's services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offerors overall performance.

**9. A (9) Oral Presentation (See Table 1)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. (If no Oral Presentations are required Offerors will receive the total points)

**10. B (1) Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

**11. B (2) Errors and Omissions Insurance Certificate (See Table 1)**

Pass/Fail only. No points assigned.

**12. B (3) Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**13. B (4) Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**14. B (5) Employee Health Coverage Form (See Table 1)**

Pass/Fail only. No points assigned...



**15. B (6) Pay Equity Reporting (See Table 1)**

Pass/Fail only. No points assigned.

**16. Conflict of Interest; Governmental Conduct Act Affidavit (APPENDIX I).**

Optional. No Points Assigned

***C. EVALUATION PROCESS***

1. All Offeror proposals will be reviewed for compliance with the requirements and 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 II, Paragraph B.6.
3. The Selection Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected finalist Offerors based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the state, taking into consideration the evaluation factors in Section IV, will be recommended for SPA to the state, as specified in Section II, Paragraph B.8. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

APPENDIX A

REQUEST FOR PROPOSAL

<Insert Name of RFP>  
<Insert #>

**ACKNOWLEDGEMENT OF RECEIPT FORM**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than <insert time and date>. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

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

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

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Charles S. Gara, Procurement Manager

<Insert RFP Name and Number>

State Purchasing Division  
1100 St. Francis Dr. Room 2016  
Santa Fe, NM 87505  
Fax: (505) 827-2181  
Email: [Chuck.Gara@state.nm.us](mailto:Chuck.Gara@state.nm.us)

**APPENDIX B**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## ***Campaign Contribution Disclosure Form***

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with 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 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.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

Relation to Prospective Contractor: \_\_\_\_\_

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_

Signature

Date

\_\_\_\_\_  
Title (position)

—OR—

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **APPENDIX C**

Sample Contract must be attached here. Please refer to website for options



## **APPENDIX D**

### **PROJECT LISTING FORM**

**Sample Below**

**ARCHITECT, ENGINEER, LANDSCAPE ARCHITECT  
and SURVEYOR -- SELECTION COMMITTEE**  
**XXXXXXXXXXXXXXXXXX**

**PROJECT LISTING FORM**  
**(Complete for Offeror and each consultant)**  
**(Use separate sheet for each Firm of Project Team)**

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

**DATE:** \_\_\_\_\_

	<b>PROJECT DIRECTLY AWARDED TO FIRM</b>	<b>AWARD DATE</b>	<b>CONTRACT DATE</b>	<b>AMOUNT</b>	<b>% COMPLETE</b>
1.					
2.					
3.					
4.					
5.					
<b>TOTAL FEES</b>					

- Notes:
1. See definitions for calculation of "75% Complete." If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
  2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction cost.
  3. Federal funds shall be included in project calculations pursuant to 13-1-120B(6).
  4. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.
  5. Contact the PCD Staff Architect if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

**REMARKS:**

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**APPENDIX E**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

***New Mexico Employees Health Coverage Form***

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) 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, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) 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, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars 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 annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_

Date\_\_\_\_\_

**APPENDIX F**  
**LETTER OF TRANSMITTAL FORM**

**APPENDIX F**

***Letter of Transmittal Form***

**RFP#:** \_\_\_\_\_

**Offeror Name:** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2: For the person authorized by the organization to contractually obligate the organization:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized to negotiate the contract on behalf of the organization:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person to be contacted for clarifications:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_\_ No sub-contractors will be used in the performance of this contract OR

\_\_\_\_ The following sub-contractors will be used in the performance of this contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity with which will be used in the performance of this contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.

\_\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2012  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

## **APPENDIX G**

### **REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the **<Insert where you want references to come>** by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of

**RFP # <Insert #> REFERENCE QUESTIONNAIRE  
FOR:**

\_\_\_\_\_  
(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Property Control Division via facsimile or e-mail at:

Name: Charles S. Gara, Procurement Manager  
Address: 1100 St. Francis Dr. Room 2022  
Santa Fe, NM 87505

Telephone: (505) 827-1756  
Fax: (505) 827-2181  
Email: [Chuck.Gara@state.nm.us](mailto:Chuck.Gara@state.nm.us)

no later than <Insert date>, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

**QUESTIONS:**

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)



COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?  
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?  
COMMENTS:

10. Would you recommend this vendor's services to your organization again?  
COMMENTS:

**APPENDIX H**  
**RESIDENT VETERANS CERTIFICATION**

## Resident Veterans Preference Certification

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

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*      \_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

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

# **APPENDIX I**

## **CONFLICT OF INTREST AFFIDAVIT**

**AFFIDAVIT**

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

I, \_\_\_\_\_ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the \_\_\_\_\_ (name of Department/Agency), having separated/retired from state employment as of \_\_\_\_\_ (date).
2. I am a current employee of the \_\_\_\_\_ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.
3. The Department/Agency and I have entered into a agreement in the amount of \$\_\_\_\_\_.
4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.
5. To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

\_\_\_\_\_  
name

Subscribed and sworn to before me by \_\_\_\_\_(name of former employee) this \_\_\_\_ day of \_\_\_\_\_, 2005.

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

My Commission Expires:

\_\_\_\_\_