

**GENERAL SERVICES DEPARTMENT
AND
CHILDREN YOUTH AND FAMILY DEPARTMENT**

REQUEST FOR PROPOSALS (RFP)

Child Wellness Center Building Acquisition



RFP#
80-350-18-08496

Release Date: March 8, 2018

Due Date: April 5, 2018

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to purchase real property with an existing building(s) or a campus in Bernalillo County for the Children, Youth and Family Department (CYFD) to serve as the Child Wellness Center (CWC). This acquisition process is to be conducted by the Facilities Management Division (FMD), General Services Department (GSD). This RFP is being conducted in conjunction with the Design Build RFP for the renovation of the building(s) acquired in this RFP.

RFP# 80-350-18-08496 is for the acquisition for the real property with building(s).

RFP# 80-350-18-08497 is for the renovation of the real property acquired in RFP# 80-350-18-08496.

B. BACKGROUND INFORMATION

Overall, the procurement of a building or multiple buildings on a single campus is the first step in the creation of the CWC. The CWC is a trauma-informed environment that serves children who are victims of child abuse or neglect, and is designed to reduce additional traumas and stressors that children experience when involved in the child welfare system. The CWC will house all of Bernalillo County Protective Services including 24-hour operations and critical support services, such as the Statewide Central Intake Call Center, CYFD's Training Academy, Information Technology Services and Juvenile Justice Staff.

C. SUMMARY AND SCOPE OF PROCUREMENT

Offeror will present real property (a building or multiple buildings on a single campus) for sale that is within Bernalillo County and contains building(s) totaling at least 130,000 square feet in size. As set forth in the specifications, the property must have, at a minimum, the following: adequate parking, close proximity to public transportation, clear title and ready to occupy by December 2018. The building or multiple buildings on a single campus being proposed must have at least 75,000 square feet of unoccupied space available at closing.

If any buildings share a common wall, they must both be offered. A partial building or part of a building may not be offered. The entire building must be offered.

CYFD's vision is to eventually move other CYFD operations to the campus. Up to 220,000 gross square feet would be needed to accommodate CYFD operations.

This campus would ideally be located in a safe area without adjacent negative environments. If any of the building(s) already have tenants, CYFD would prefer that they be compatible with the mission of the CWC.

A Purchase Agreement and closing on the property will result from this procurement process. The target for closing on the property is mid-June 2018. The Offeror must cooperate with this schedule.

D. PROCUREMENT MANAGER

1. General Services Department 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: Marty Perrins-Dallman, Procurement Manager
Address: 1100 St. Francis Dr. Room 2016
Santa Fe, NM 87501

Telephone: (505) 470-8084
Email: Martha.perrins-dall@state.nm.us

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

Name: Marty Perrins-Dallman
Reference RFP Name: CYFD Wellness Center Building Acquisition
#80-350-18-08496
Address: State Purchasing Division
1100 St. Francis Dr. Room 2016
Santa Fe, New Mexico 87501

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 FMD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“**Agency**” means the Children Youth and Family Department.

“**Award**” means the final execution of the purchase agreement document or closing on the property.

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

“Campus” means either a single building or a group of buildings on an area of land.

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

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of real property. The term ‘Purchase Agreement’ can be used interchangeably with ‘Contract’.

“Contracting Agency” is Facilities Management Division, General Services Department, State of New Mexico.

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

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

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

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

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

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

“Gross Square Footage” means the sum of all areas on all floors of a building included within the outside faces of its exterior walls, including all vertical penetration areas, for circulation and shaft areas that connect one floor to another.

“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 can result in the rejection of the Offeror’s proposal.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal and can legally sign the Purchase Agreement.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to make written determinations with respect to the procurement. For this procurement, the Procurement Manager is identified in Section I.D.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements. For this procurement, it is Facilities Management Division, General Services Department (FMD).

“Protest Manager” means the state purchasing agent or designee authorized by the state purchasing agent to make written determinations with respect to any formal protests. For this procurement, the Protest Manager is identified in Section II.B.16.

“Purchase Agreement” means a signed contract to sell/buy real property.

“Real Property” is a property consisting of land and anything growing on, affixed to or built upon the land.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

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

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

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a

determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“**SPD**” means State Purchasing Division of the New Mexico State General Services Department.

“**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the company/governmental agency.

“**State**” or “**the State**” means the State of New Mexico.

“**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.

“**State Purchasing Agent**” means the director of the Purchasing Division of the General Services Department.

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

“**Unredacted**” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“**Written**” means typewritten/printed on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

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/ITBs_RFPs_and_Bid_Tabulation.aspx.

Please see the following link for RFP:

<https://www.newmexico.org/industry/about-us/rfp/>

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

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

The schedule below is notional. The Procurement Manager will make every effort to adhere to the following schedule, but reserves the right to unilaterally change the dates involved:

Action	Responsible Party	Due Dates
1. Issue RFP	SPD	3/8/18
2. Acknowledgement Receipt and Distribution List	SPD	3/8/18 through 3/23/18
3. Mandatory Pre-Proposal Conference	SPD/Agency	3/22/18 at 9 am at the African American Performing Arts Center at the State Fair Grounds at 300 San Pedro Albuquerque, NM- use the Copper entrance
4. Deadline to submit Questions	Potential Offerors	3/30/18
5. Last Response to Written Questions	Procurement Manager	4/2/18
6. Submission of Proposal	Potential Offerors	4/5/2018 @ 3 pm MST Montoya Building second floor Room 2016 at 1100 S. St Francis Drive, Santa Fe
7. Proposal Evaluation with Property Walk-throughs	State Representatives	4/9 through 4/11/18
8. Selection of Finalist(s)	Evaluation Committee	4/11/18
9. Committee Due Diligence	Evaluation Committee with consultants	4/ 12 through 4/26/18
10. Intent to Purchase Issued	Procurement Manager	4/26/18
11. Negotiate Terms & Conditions	GSD/Finalist	5/8/18
12. Sign Purchase Agreement	FMD/ Seller	5/8/18
13 Capitol Building Planning Commission Review	CBPC	5/9/18
14. State Board of Finance (SBOF) Approval	SBOF	5/15/18
15. Close on the Property	FMD/Seller	6/15/18

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico FMD.

2. Acknowledgement of Receipt and Distribution List

Potential Offerors should return by e-mail, facsimile or registered/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, per Section II, A.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall mean that the potential Offeror's organization name shall not appear on the distribution list.

3. Mandatory Pre-Proposal Conference

Mandatory pre-proposal meeting will be held to review the RFP requirements. See Section II, A for location and time details. Potential Offerors may send a representative if they cannot attend in person. Failure to attend or send a representative will mean that they are disqualified from submitting a proposal. If there is a circumstance beyond Offeror's control that prevents the Offeror from attending the meeting, the Procurement Manager may provide an exception. Such a request must be in writing and submitted to the Procurement Manager. (Lack of knowledge of the meeting is not an acceptable reason.)

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 3:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events per Section II, A. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

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 per Section II, A. must be received before the deadline. Additional copies will be posted to:
http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

6. 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 PER SECTION II, A. 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 Child Wellness Center Building Acquisition RFP# 80-350-18-08496. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of 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. Awarded in this context means the closing on the property.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, per section II, A., 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.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offeror(s) as per schedule Section II, A., Sequence of Events or as soon as possible.

The Purchase Agreement shall be awarded to the Offeror whose proposal is most advantageous to the State of New Mexico and FMD, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal MAY OR MAY NOT have received the most points.

9. Committee Due Diligence

The Finalist(s) must allow access to State Representatives, their consultants and RFP Design Build teams to the property for information gathering purposes. The Selection Committee must collect relevant information from third party consultants in order to create an approval package for the State Board of Finance. A current Facility Condition Assessment will also be needed in order to plan any improvements/repairs needed to bring the building(s) into compliance and/or good condition for occupancy.

Offerors of this RFP must allow the Qualified Design Build Teams access to the building(s) in order to prepare their final proposals.

10. Intent to Purchase Issued

After the Due Diligence has been completed, the Committee will issue an ‘Intent to Purchase’ letter to the Finalist.

11. Negotiate Terms and Conditions

FMD/GSD will treat proposals as best and final offers for purposes of this RFP. Negotiations with the Finalist will be conducted for the purpose of clarifying any terms and conditions affecting the Offeror’s proposal. **Offerors must note that the State Board of Finance will only approve a purchase price that does not exceed an independent appraisal requested by FMD and approved by the State Taxation and Revenue Department.**

12. Sign/ Finalize Purchase Agreement

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) 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 FMD. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

13. Capitol Building Planning Commission (CBPC) Review

This real property purchase must be reviewed by the Capitol Building Planning Commission pursuant to Section 6-21C-4 NMSA 1978.

14. State Board of Finance (SBOF) Approval

All real property acquisitions by FMD must be approved by the SBOF prior to any purchase agreement being executed. The purchase agreement must be signed by the director of the SBOF.

NMSA 15-3B-8, Acquisition of Land provides that FMD may acquire land through purchase or through gift or donation provided, however, that acquisition shall first be approved by the SBOF.

Requirements of the SBOF per NMAC 1.5.23.8:

- Unsigned General Warranty Deed by which FMD would take title
- An Appraisal completed by a Certified Appraiser contracted by FMD, and a formal review by the Taxation and Revenue Department (TRD) that validates the appraisal Survey Plat verifying the legal description and identifying all recorded easements and encroachments
- Description of proposed use
- Current Title Binder contracted by FMD, evidencing clear title
- Purchase Agreement
- Phase I Environmental Assessment

Acquisition of real property for more than fair market value is not permitted. To do so would be a violation of the Anti-donation Clause of Article IX, Section 14 of the New Mexico Constitution. Fair Market Value is determined by the Appraisal contracted by FMD and certified by the Taxation and Revenue Department.

15. Closing

After review by the CBPC and approval by SBOF, FMD will attend the closing on the property 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 FMD.

16. Protest Procedures

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

State Purchasing Agent or His/Her Designee
NM State Purchasing Division
1100 St. Francis Drive RM 2016
Santa Fe, NM 87505

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 Offeror Responsibility

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

4. Subcontractors/Consent

THIS SECTION LEFT INTENTIONALLY BLANK.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

7. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. 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:
- B. 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.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency 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.

8. No Obligation

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

9. Termination

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

10. Sufficient Appropriation

Any 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 Offeror. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Offeror as final.

11. Legal Review

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

12. Governing Law

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

13. 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.

14. Purchase Agreement Terms and Conditions

The Purchase Agreement between an agency and an Offeror will follow the format specified by the Contracting Agency and contain the terms and conditions set forth in the Sample Purchase Agreement Appendix C. However, the Contracting Agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Purchase Agreement) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant Purchase Agreement.

The Contracting Agency discourages exceptions from the Purchase Agreement terms and conditions as set forth in the RFP Sample Purchase Agreement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Contracting Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Purchase Agreement (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Contracting Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Purchase Agreement are not acceptable to the Contracting 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.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate

terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the Purchase Agreement terms and conditions contained herein are **accepted** by the Offeror.

15. 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 Purchase Agreement negotiated with the Contracting Agency. See Section II.C.14 for requirements.

16. Purchase Agreement Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Contracting Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements.

19. Change in Offeror Representatives

This section left intentionally blank as it is not applicable

20. Notice of Penalties

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

21. Contracting Agency Rights

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

22. Right to Publish

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

23. Ownership of Proposals

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

24. Confidentiality

Any confidential information provided to, or developed by, the Offeror in the performance of the Purchase Agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Offeror without the prior written approval of the Agency.

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

25. 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).

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

Or visit:

<https://www.newmexico.org/industry/about-us/rfp/>

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, 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 or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

28. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to enter into the Purchase Agreement. Requirements for completing the letter of transmittal are as follows:

1. Identify the submitting business entity or individual.
2. Identify the name, title, telephone, and e-mail address of the person with authority to contractually enter into the Purchase Agreement.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the Purchase Agreement on behalf of the organization or individual (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-consultants (if any) anticipated to be utilized in the performance of any resultant Purchase Agreement award. If there is none, enter "Not Applicable".
6. Be signed by the person identified in paragraph 2 above.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror may submit multiple proposals for the same property or for different properties.

B. NUMBER OF COPIES

Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III. C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical and Business Proposal** – One (1) ORIGINAL, five (5) HARD COPIES, and two (2) electronic copies containing ONLY the Technical and Business Proposal; ORIGINAL and COPIES shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposal** – One (1) ORIGINAL, Five (5) HARD COPIES, and two (2) electronic copies of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPIES of Cost Proposal shall be in separate labeled binder or envelope from the Technical and Business Proposal. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders/envelope submitted (i.e. One (1) **unredacted cd/usb**, one (1) **redacted cd/usb**). **The electronic version can NOT be emailed.**

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

The original proposal must be received no later than the time and date indicated in Section II. A.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals are to be submitted as follows:

Hard copies can be printed on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, plans, etc.) and placed within binders with tabs delineating each section.

Organization of binders/folders/envelopes for hard copy proposals and electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked and tabbed. Promotional material should be minimal. The proposal should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated.

Binder #1:

Technical Proposal:

- a. Table of Contents
- b. Technical Evaluation Factors
- c. Other Supporting Material (If applicable)

Business Proposal:

- A. Mandatory Requirements
- B. Signed Letter of Transmittal
- C. Offeror's Additional Terms and Conditions (optional)
- D. Signed Campaign Contribution Form
- E. NM Resident Business or Veteran Business Preference (optional)

Binder/Envelope #2:

Cost Proposal

Cost Proposal Form

All discussion of proposed costs, rates or expenses must occur **only** in Binder/Envelope #2 on the cost response form. A violation of this requirement means that the proposal may be rejected at the discretion of the Evaluation Committee.

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

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.

IV. SPECIFICATIONS

A. TECHNICAL SPECIFICATIONS

Technical Specifications for Building(s)/Property

1. **Elements Meeting Programming Needs:** How conducive is this space to meet the programming needs of CWC: -----**300 points**

- a. Up to 50 points for Safety and Security: Existing Building(s) and/or campus' layout that accounts for security and safety of staff, parents, children and clients which includes:
 - 1) Building Choke points
 - 2) Public entrance
 - 3) Staff entrance
 - 4) Secured Parking near an entrance
 - 5) Proximity readers, cameras, security system, access gates, fencing
 - b. Up to 50 points for Trauma Informedness:
 - 1) Lighting
 - 2) Feel
 - 3) Neighboring business/environment
 - c. Up to 125 points for the building(s) and/or campus' Flow/Layout:
 - 1) Entrances and Exits
 - 2) Ability for separations (public and private, work type, etc.)
 - 3) Adjacencies of buildings if multiple buildings involved
 - 4) Existing Tenants- compatibility, any contiguous space issues
 - d. Up to 50 points for the building(s) and/or campus' Private and Secure Outdoor space
 - 1) Turf or grass, separate private spaces for kids, families and staff
 - 2) Private and secure in terms of physical and visual access
 - e. Up to 25 points for Private Hard Walled Offices (250)
- 2. Existing Building(s) and/or Campus' Condition Preferences:** Considering amount (time and money) of renovations needed to meet basic building requirements based on Owner provided information ----- **300 points**
- a. Up to 150 points for
 - 1) Facility Condition Assessment information- attach if available
 - 2) Year Built and Year of last major renovations
 - 3) Mechanical Systems- type, age, functioning, maintenance records
 - 4) Electric upgrades that minimize deferred maintenance costs to the State emergency backup generator for life safety purposes (emergency lighting in event of power outage)
 - 5) Roofing- age, previous maintenance, life expectancy and/or planned repairs
 - b. Up to 75 points for
 - 1) Fiber optic cabling to property demark and CAT 6 in all rooms
 - c. Up to 50 points for
 - 1) Utility meters
 - 2) Sewer upgrades that minimize deferred maintenance costs to the State
 - 3) Water distribution upgrades that minimize deferred maintenance costs to the State
 - d. Up to 25 points for
 - 1) Energy Savings Initiatives
 - 2) Code compliance/ Hazardous Materials
- 3. Gross Square Footage: Space beyond 170,000 gross ft² -----50 points**
50 points for gross square footage of 170,000 or more

4. **Distance from the I-40/I-25 Interchange and Interstate Entrance/Exit----- 50 points**
- a. 25 points if within 3 miles of the I-40/I-25 Interchange
 - b. 25 points if within 2 miles of an entrance/exit to the Interstate

B. BUSINESS SPECIFICATIONS

B. 1-Mandatory Requirements

Pass/Fail only. No points assigned.

- a. **Parking:** Property must accommodate/have at least 650 on site surface or existing garage parking spaces. At closing, 460 parking spaces must be available.
- b. **Location:** Property must be within Bernalillo County.
- c. **Proximity to Public Transportation:** The distance to the nearest public entrance from the nearest public transportation stop must be within 0.5 miles. It must be on a route with buses scheduled to run every 60 minutes or more frequently, Monday through Friday throughout normal business hours.
- d. **Elevator(s):** If more than one floor, there must be a well-functioning, currently inspected elevator.
- e. **Title:** The Deed must show clear title with no reservations or conditions.
- f. **Survey:** Must show any easements, right-of-way privileges, restrictions or liens encumbering the property plus the legal description.
- g. **Tenants:** Offeror will provide un-redacted copies of any leases or other agreements establishing tenancy obligations and rights that exist prior to the date of closing or beyond.
- h. **Phase 1 Environmental Assessment:** Complete Phase 1. If Phase 2 is required, this mandatory will be 'Fail'.

B.2 Signed Letter of Transmittal

Pass/Fail only. No points assigned.

B.3 Offeror's Terms and Conditions

Pass/Fail only. Submission of Letter of Concurrence or requested alternate Terms and Conditions submitted in Appendix F.

B.4 Signed Campaign Contribution Form

Pass/Fail only. No points assigned.

B.5 NM Resident Business or Veteran Business Preference.....0, 50, 100 points Optional

C. COST PROPOSAL

C.1 Cost per Gross Square Foot of Building (s).....300 points

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.

Factors – correspond to section IV.B and IV.C	Points Available
A. Technical Specifications	
A.1. Elements Meeting Programming Needs	300
A.2. Existing Building(s) Condition Preferences	300
A.3. Gross Square Footage	50
A.4. Distance from the I-40/I-25 Interchange and Interstate Entrance/Exit	50
SUBTOTAL	700 points
B. Business Specifications	
B.1. Mandatory Requirements	Pass/Fail
B.2. Signed Letter of Transmittal	Pass/Fail
B.3. Offeror’s Terms and Conditions	Pass/Fail
B.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
C. Cost Proposal	
C.1 Cost per Gross Square Foot of Building(s)	300 points
SUBTOTAL	1000 points
B.5 NM Resident Business or Veteran Business Preference	0, 50,100 points
TOTAL AVAILABLE POINTS	1100 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

The following is a description of the Evaluation Factors of the Specifications and Requirements to be considered by the Committee when assigning points or evaluating any Pass/Fail status. Agencies reserve the right to request, and upon request, Offeror must grant a physical walkthrough of the proposed building(s) and/or campus, which may further inform scoring of the below technical specifications.

Technical Specifications

A.1 Elements Meeting Programming Needs: How conducive is this space to meet the programming needs of CWC: -----**300 points**

- a. Up to 50 points for **Safety and Security**-Describe in a narrative the various features that are already in place. Using Existing Building layouts and building photos, the floor plans and photos are marked up to indicate the following:
 - 1) Building Choke points—corridors or areas where the traffic is congested
 - 2) Public entrance—is it obvious and how large is it?
 - 3) Staff entrance—identify where they could be located and if secured (for each building if multiple)
 - 4) Secured Parking near an entrance- mark it if it exists on a site plan
 - 5) Proximity readers, cameras, security system, access gates, fencing- mark the fencing and access gates on a site plan. Describe any access control systems. Describe any video surveillance systems. Indicate brands, number of cameras and age of system.
- b. Up to 50 points for **Trauma Informedness**-Describe in a narrative the topics below. Using photos, show the following:
 - 1) Lighting- describe any dimmed or muted lighting as well as use of natural light in lobbies, entrances, or particular rooms
 - 2) Feel- describe any particular areas that exhibit a calming atmosphere and the helpful features(i.e.- skylights, carpet, paint colors)
 - 3) Neighboring business/environment- Photos of neighborhood. Provide a Google map or equivalent of neighboring businesses' names.
- c. Up to 125 points for **Flow/Layout**- Describe in a narrative the topics below. Using the floor plans and site plans, mark the following:
 - 1) All Entrances/ Exits and highlight the general areas that use those exits
 - 2) Ability for separations (public and private, work type, etc.)- Mark all interior doors so the separations can be identified and analyzed.
 - 3) Adjacencies of buildings if multiple buildings are involved- Mark the site plan or the floor plans with any tenants' names and the space they occupy.
 - 4) Existing Tenants- Be compatible with the CYFD mission. Ideally, tenants should not be in the same buildings with CYFD, if there are multiple buildings. All tenant agreements and amendments must be submitted in order to be evaluated.
- d. Up to 50 points for **Private and Secure Outdoor Space**- Using the site plan, mark the grassy areas and the dirt areas and any site walls with heights. Describe the privacy features already in place.
 - 1) Turf or grass, separate private spaces for kids, families and workers
 - 2) Walls or fences separating outdoor spaces
 - 3) Private and secure in terms of physical and visual access- Describe walls or screening that surround any outdoor spaces to provide private play or break areas. Are there any privacy screenings from second story of higher windows?

- e. Up to 25 points for **Private hard walled offices (250)** - Using the floor plans, make sure any mechanical/electrical/janitorial spaces are marked.

A.2 Existing Building(s) and/or Campus' Condition Preferences: Considering amount (time and money) of renovations needed to meet basic building requirements based on Owner provided information. ----- **300 points**

- a. Up to 150 points for
 - 1) Facility Condition Assessment information- attach if available
 - 2) Year Built and Year of last major renovations
 - 3) Mechanical Systems- Describe the type of HVAC systems with their age, size and brand. Provide maintenance records for the last 3 years. If there have been upgrades, describe what/when.
 - 4) Electric upgrades that minimize deferred maintenance costs to the State
 - Emergency backup generator for life safety purposes (emergency lighting in event of power outage) If there is one, describe its size and what systems are served by it.
 - Electrical panels- are they at capacity? Can they serve 400 rooms? Where is the 220 volt service to the building(s)?
 - 5) Roofing - describe the age, any previous maintenance, life expectancy and/or planned repairs. Describe the type of roof and indicate that on building plans. Submit roof warranty.
- b. Up to 75 points for
 - 1) Fiber optic cabling to property demark - is CAT 6 wiring in the building now? Is there fiber optic cabling to the demark?
- c. Up to 50 points for
 - 1) Utility meters: If there are multiple buildings, are they separately metered?
 - 2) Sewer upgrades that minimize deferred maintenance costs to the State: What are the building sewer lines made of? Have any upgrades been made? If so, describe when and what.
 - 3) Water distribution upgrades that minimize deferred maintenance costs to the State: Have any plumbing fixtures been upgraded? If so, describe when and what. Hot water heaters or boilers- describe what type and if any upgrades have been made (when/what).
- d. Up to 25 points for
 - 1) Energy Savings Initiatives: Describe the type of lighting and if any upgrades have been accomplished. Are the toilet fixtures low flow?
 - 2) Code compliance/ Hazardous Materials: Is the building(s) and/or campus ADA compliant? If not, what are the deficiencies? Examples would be entry ramps, handicap access controls, handicap parking, restroom accessible stalls, fixtures, etc. Did the Environmental Assessment reveal that any hazardous materials abatement is required? How extensive?

A.3 Building(s) Gross Square Footage: Space beyond 170,000 gross ft² ---50 points

50 points for gross square footage of 170,000 or more - provide plans with square footage per building shown.

A.4 Distance from the I-40/I-25 Interchange and Interstate Entrance/Exit-Using a Google Map or the equivalent, mark the distance from the property to the I-40/I-25 Interchange and the distance from the property to the nearest entrance/exit to the interstate. ----- **50 points**

- a. 25 points if within 3 miles of the I-40/I-25 Interchange
- b. 25 points if within 2 miles of an entrance/exit to the Interstate

Business Specifications

B.1 Mandatory Requirements

The Mandatory Requirements are Pass /Fail Requirements which means that if the deliverable document is missing or did not meet the requirement, the proposal may be deemed unresponsive.

- a. **Parking:** Upon closing, property must accommodate/or have 460 on-site surface or garage parking spaces with availability to expand to 650 parking spaces.
 - Deliverable: Site Plan showing parking spaces
- b. **Location:** Property must be within Bernalillo County. The address will suffice as verification.
- c. **Proximity to Public Transportation:** The distance to the nearest public entrance from the nearest public transportation stop must be within 0.5 miles. It must be on a route with buses scheduled to run every 60 minutes or more frequently, Monday through Friday throughout normal business hours.
 - Deliverables: Google map or the equivalent with distance marked and the bus schedule with the route marked
- d. **Elevator(s):** If more than one floor, there must be a well-functioning, currently inspected elevator.
 - Deliverable: Photo/photocopy of elevator inspection certificate.
- e. **Title:** The property must have a clear title with no reservations or conditions.
 - Deliverable: Deed
- f. **Survey:** If there are any easements, right-of-way privileges, restrictions or liens encumbering the property, they must be clearly indicated. The legal description must match the Deed.
 - Deliverable: current valid, legal Plat or survey
- g. **Tenants:** Tenant Agreements and Plan for existing tenants.
 - Deliverable: provide un-redacted copies of any leases or other agreements establishing tenancy obligations and rights that exist prior to the date of closing or beyond.
 - Deliverable: provide a tenant plan for vacating the lease space

h. Phase 1 Environmental Assessment:

- Deliverable: Phase1 Environmental Assessment

B.2 Letter of Transmittal Form

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form is to be completed and signed by the person authorized to obligate the company. All questions are to be filled in with answers, even if the answer is “Not applicable.”

B.3 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 Purchase Agreement negotiated with FMD. If no other additional terms and conditions are desired, a Statement of Concurrence must be submitted. (See APPENDIX F)

B.4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

B.5. NM Resident Business or Veteran Business Preference

Optional

Points will be awarded based on Offeror’s ability to provide a copy of a current valid certificate issued by the NM Taxation and Revenue Department.

- a) NM Resident Business Preference

The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

Up to five percent (5%) of the total possible points may be awarded to an Offeror who qualifies as a Resident Business. These points are added to the total points received for the Evaluation Criteria.

- b) NM Veteran Preference

The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

Up to ten percent (10%) of the total possible points may be awarded to an Offeror who qualifies as a Resident Veteran Business. These points are added to the total points received for the Evaluation Criteria.

- c) Proposers may not be awarded both the Resident Business Preference and the Resident Veteran Business Preference. In the case a Proposer has both certifications the greater of the two will be used.

100 points- Valid Veterans' Certificate **received**
50 points- Valid Resident Business Certificate **received**
0 points – no valid certificate received

Cost Proposal

C.1. Cost Response Form

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be evaluated per the Evaluation Factor formula below using the gross square foot price.

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

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{-----}} \times 300 \text{ Points}$$

This Offeror's Bid

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 I. D.
3. The Evaluation Committee may use other sources to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. **The contract shall be awarded to the Offeror whose proposal is most advantageous to the State of New Mexico and FMD, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal MAY OR MAY NOT have received the most points.**

APPENDIX A

REQUEST FOR PROPOSAL

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 G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **March 23, 2018**. 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.

Marty Perrins-Dallman, Procurement Manager
1100 St. Francis Dr. Room 2016
Santa Fe, NM 87501
Telephone: (505) 470-8084
Email: Martha.perrins-dall@state.nm.us

APPENDIX B

Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, 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 or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C
SAMPLE PURCHASE AGREEMENT

AGREEMENT TO PURCHASE REAL PROPERTY

This Agreement to Purchase Real Property (the "Agreement"), dated this ___ day of **XXXX**, 201**X**, is by and between **XXXXXXXXXXXX** ("Seller"), and the **State of New Mexico** ("Buyer").

RECITALS

A. Seller owns certain improved real property located in Bernalillo County, New Mexico, and desires to sell said real property, subject to the terms and conditions hereof.

B. Buyer desires to purchase said real property, subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Seller and Buyer agree as follows:

AGREEMENT

1. Sale of the Property. For the consideration and subject to the conditions set forth below, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller certain real property in Albuquerque, New Mexico, generally located at the [ADDRESS] in Albuquerque, NM, described as

[LEGAL DESCRIPTION]

2. Purchase Price. The purchase price for the Property shall be cash or other immediately available funds in the amount of **XXXXXXX** Dollars (**\$XXXXXXXXXX**) (the "Purchase Price").

3. Title Company. The Title company shall be **XXXXXXXXXXXX** in Albuquerque, New Mexico **XXXXXXX**, attn: **XXXXXXXXXX** (the "Title Company").

4. Title to the Property.

a. Permitted Exceptions. The Property shall be sold and conveyed to Buyer free and clear of any and all security interests, mortgages, liens, leases, and encumbrances whatsoever, except the following (the "Permitted Exceptions"):

i. Real estate taxes and assessments *prorated* from the date of closing and thereafter that are current and not delinquent. Seller shall pay all other real estate taxes and assessments;

ii. Such other liens and encumbrances as may be approved by Buyer in its sole and absolute discretion, either by affirmative agreement or by failing to object thereto within the time set forth in Section 5 (e) below;

iii. Such easements, restrictions, or conditions as may be approved by Buyer in its sole and absolute discretion, either by affirmative agreement or by failing to object thereto within the time set forth in Section 5 (e) below.

b. Title Commitment; Title Policy. Seller shall cause the Title Company to issue an ALTA Owner's Commitment in the amount of the Purchase Price, together with legible photocopies of all documents identified therein as exceptions to the title, including without limitation all covenants, conditions, and restrictions (the "Title Commitment" and the "Title Documents"). Based on the Title Commitment, Seller shall on the Closing Date furnish Buyer with an ALTA Owner's Title Insurance Policy (the "Title Policy") which shall insure in Buyer good and merchantable title to the Property, free and clear of all liens, leases, encumbrances, easement, conditions or restrictions except the Permitted Exceptions.

c. Survey. Within twenty (20) days following execution of this Agreement by the Parties ("Buyer" and "Seller" as described above), and notwithstanding any prior surveys, Seller shall obtain at Seller's expense an updated ALTA survey of the Property (the "Survey"). The Survey shall be prepared by a surveyor registered and licensed in the State of New Mexico and shall be accompanied by a current Surveyor's Certificate in a form acceptable to Buyer. The survey shall describe exclusively the property which is the subject of the legal description in Paragraph 1 above.

5. Due Diligence Period.

a. Due Diligence Period. Acceptance of this Agreement by the State Board of Finance immediately concludes the Due Diligence Period.

b. Documents Provided by Seller. Within twenty (20) calendar days after full execution of this Agreement (or upon receipt from the Title Company, with respect to the Title Commitment and Title Documents), Seller shall deliver to Buyer the following documents:

i. All agreements, contracts and warranties in Seller's possession relating to the ownership and use of the Property;

ii. The most recent ALTA survey of the Real Estate;

iii. The updated Title Commitment and updated Title Documents for the sale of property described in paragraph 1 above;

iv. Any reports and/or studies performed on the Fee Property including the most recent appraisal and Phase I & II environmental assessment.

In addition, upon Buyer's reasonable request Seller shall deliver or make available to Buyer any and all other materials in Seller's possession reasonably relating to the Property.

c. Access. During the Due Diligence Period, Seller will give reasonable access to the Real Estate during regular business hours to Buyer and its agents, professionals, and consultants, for the purposes of inspecting the Real Estate. Buyer shall not perform any invasive tests to the extent the Real Estate will be disturbed irreparably unless prior written consent to the same shall be obtained from Seller. Buyer shall not cause or permit any damage or injury to be done to the Real Estate by Buyer, its agents or contractors and shall be fully responsible for the cost of restoring the Real Estate due to the acts of Buyer, its employees, agents or contractors to substantially the same condition as it was immediately prior to the time Buyer entered the Real Estate. Any and all inspections, investigations, tests, plans or other activities of Buyer shall be conducted at Buyer's sole cost and expense in accordance with all applicable governmental laws and regulations and in a workman like manner.

d. Environmental Inspection. The Buyer has received a Phase I dated XXXXXX. To the extent that, upon further review, the XXXXXX, Phase I indicates that additional environmental site assessment is needed, Buyer may require Seller obtain at Seller's expense up to a cost of \$XXXXXX to conduct a Phase II environmental site assessment encompassing further environmental investigation through physical samplings and analyses to determine the nature and extent of contamination and, if indicated, a description of the recommended remediation method. (the "Phase II"). Additionally, any existing insurance policy covering environmental risks, hazards, consequences of environmental conditions, including but not limited to those described in this paragraph that can be transferred by the Seller to the Buyer (is transferable) shall at Buyer's election be transferred. Seller shall assist Buyer in procuring any and all "comfort letters" issued or to be issued by the State or the United States pertaining to the environmental condition, contamination, hazard, remediation, observation or watch status of the Property.

e. Title Objections. Buyer will have ten (10) days from receipt of the last of Title Commitment, the Title Documents, and the Survey, or until fifteen (15) days before the end of the Due Diligence Period, whichever provides Buyer more time (the "Title Review Period") to examine the Title Commitment, the Title Documents, and the Survey and give written notice to Seller of any objections to title based on such review. All exceptions to the title will be deemed Permitted Exceptions unless written objection is delivered to Seller within the Title Review Period. Seller will provide written notice to Buyer within five days after receipt of Buyer's objections if Seller is unwilling or unable to remove such exceptions before Closing. If Seller is unable or refuses to remove the exceptions, Buyer may, as Buyer's sole and exclusive remedy, choose to close subject to such exceptions (at which time they become Permitted Exceptions), to remove them at Buyer's expense, or to give the Termination Election Notice. Seller shall have no liability for inability or refusal to remove title exceptions.

f. Property Appraisal. Within five (5) days following full execution of this Agreement, Seller, at Seller's initial expense, shall order a restricted appraisal (the "Appraisal") on Buyer's behalf. The Appraisal shall be prepared by a M.A.I. (Master, Appraisal Institute) registered and licensed in the State of New Mexico.

g. Termination Election Notice. At any time within the Due Diligence Period, Buyer may give Seller written notice of Buyer's election to terminate this Agreement in Buyer's sole and absolute

discretion (the "Termination Election Notice") and, in that event, all information provided by Seller per Section 5b shall be returned to Seller. The Termination Election Notice must be given in accordance with the notice provisions of this Agreement, and must be sent on or before the end of the Due Diligence Period. If Buyer does not timely give Seller the Termination Election Notice, then Buyer's unfettered right to terminate this Agreement shall cease, and Buyer can thereafter only terminate this Agreement only if Seller fails or refuses to timely perform its obligations hereunder.

6. Seller's Representations and Warranties. Seller hereby represents and warrants that the following are true statements of law and fact on the date hereof and shall be true statements of law and fact on the Closing Date:

a. Authority. Seller is a Washington limited liability company and has all requisite authority to execute this Agreement and consummate the transactions contemplated hereunder;

b. Lawsuits. There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened before any court, tribunal, governmental department, commission, board, bureau, agency, or instrumentality that would affect the Property, the right or ability of any owner to convey the Property, or the right or ability of Seller to comply with all the terms of this Agreement;

c. Bankruptcy. Neither Seller nor the Property is the subject of a bankruptcy, insolvency, probate, receivership, or conservatorship proceeding.

7. Buyer's Representations. Buyer represents the following are true statements of law and fact on the date hereof and shall be true statements of law and fact on the Closing Date:

a. Authority. Buyer is the State of New Mexico and has all requisite authority to execute this Agreement and consummate the transactions contemplated hereunder;

b. Lawsuits. There are no actions, suits, or proceedings pending before any court, tribunal, governmental department, commission, board, bureau, agency, or instrumentality that would affect the right or ability of Buyer to comply with all the terms of this Agreement;

8. Conditions Precedent.

a. Conditions Precedent to Seller's Obligations. Seller's obligations to sell the Property and otherwise comply with the terms and conditions of this Agreement are subject to the accuracy as of the Closing Date of Buyer's representations set forth in this Agreement, and the compliance by Buyer of all the terms conditions, covenants, and obligations under this Agreement.

b. Conditions Precedent to Buyer's Obligations. Buyer's obligations to purchase the Property and otherwise comply with the terms and conditions of this Agreement are subject to the following conditions, to be satisfied by the Closing Date:

(i) Formal approval from the New Mexico State Board of Finance to purchase the Property;

(ii) Accuracy of Representations and Warranties. All of Seller's representations and warranties set forth in this Agreement shall be true and correct; and

(iii) Compliance with Terms and Conditions. Seller shall have complied with all applicable terms, conditions, covenants, and obligations under this Agreement.

In the event of the failure of any of the conditions precedent to occur or to be fulfilled on or prior to the Closing Date, or within the time otherwise specified for such occurrence or fulfillment, the party whose obligations are conditioned upon such occurrence or fulfillment may, at its option, waive such condition and close this transaction, or may elect to terminate the Agreement by written notice to the other party prior to the Closing Date, or by oral notice to the other party at Closing if such failure of condition occurs or becomes known on the Closing Date. Seller acknowledges that the State is not a private party and accordingly there are matters that are known to be beyond the power of the State to waive.

9. Closing.

a. Closing Date. Closing of the transaction contemplated hereunder ("Closing") shall take place at the offices of the Title Company within fifteen (15) days of satisfaction of all preconditions to Closing but not later than **XXXXX XX, XXXX** (the "Closing Date").

b. Closing Location. Closing shall take place at the Title Company's office at the address set forth above.

c. Deliveries of Buyer. On the Closing Date, Buyer shall deliver to Seller the Purchase Price in immediately available funds. Buyer shall also execute and deliver such other instruments and documents as may reasonably be requested by Seller or the Title Company.

d. Deliveries of Seller. On the Closing Date Seller shall deliver to Buyer:

i. A special warranty deed conveying fee simple estate in the Fee to Buyer subject to the Permitted Exceptions;

ii. Such other documents, instruments, and considerations as may be reasonably requested by Buyer or the Title Company;

10. Costs and Prorations.

a. Prorations. All water, sewer, and other utility charges, all assessments for municipal improvements, rent due under the Ground Lease, and all other similar costs and expenses shall be prorated through the Closing Date. Real estate and any property taxes and assessments are the sole responsibility of the Seller for the entire tax year commencing January 1, 2018. Any subsequent reconciliation or review from the County Assessor or County Treasurer resulting in a refund for any amount of funds paid for that year commencing January 1, 2018 shall be for the exclusive benefit of the Seller. Seller shall pay all other real estate taxes and assessments through the date of closing;

b. **Seller's Costs.** Seller shall pay (i) the premium for the Title Policy (standard coverage only; Buyer shall pay the premium for any extended coverage), (ii) an updated ALTA survey, (iii) a Phase I Environmental Assessment, a Phase II Environmental Assessment up to a cost of \$7,000 if the Phase I assessment indicates more study is needed and Buyer requests Seller to pay for, (iv) real estate brokerage commissions as required under Section 15, (v) Seller's attorney fees, and (vi) one-half of all other costs or expenses attributable or related to the Closing, unless otherwise provided herein.

c. **Buyer's Costs.** At Closing, Buyer shall reimburse Seller for cost of the Appraisal. In addition, Buyer shall pay (i) all costs and expenses incurred by Buyer for any inspection of the Real Estate prior to the Closing Date, (ii) a Phase II report (if necessary); (iii) the cost of any extended coverage under the Title Policy, including without limitation, the deletion of any survey and/or mechanic's/ materialman's lien exceptions, and (iv) one-half of all other costs and expenses attributable or related to the Closing, unless otherwise provided herein.

11. **Risks of Loss; Condemnation.** All risk of loss or damage to the Property shall be borne by Seller to and including the delivery of possession on the Closing Date. Until Closing, Seller shall operate and maintain the Property in the ordinary course and in accordance with accustomed previous practices. If loss or damage to the Property occurs on or before the Closing Date, Buyer may, at its option, terminate this Agreement or proceed to close in which case Seller shall assign to Buyer all insurance proceeds attributable to the casualty, provided that, if the dollar amount to repair such loss or damage is less than five percent of the Purchase Price, Seller, at its sole election and discretion, may elect to repair such damage prior to Closing, in which case Buyer shall have no right to terminate this Agreement. Seller may extend closing up to thirty (30) days to complete repairs elected to be made by Seller pursuant to this Section II. If all or any portion of the Property is taken in condemnation or under the right of eminent domain, Buyer shall be released from its obligation to purchase the Property.

12. **Possession.** Seller shall deliver possession of the Property on the Closing Date, immediately following Closing.

13. **Default.** Material failure by either party to comply with any term, condition, requirement, covenant, or obligation of this Agreement, or the material breach by either party of any representation given by such party in this Agreement shall constitute an event of default hereunder if not cured within seven (7) days after receiving written notice of the same from the other party.

14. **Remedies Upon Default.**

a. **Buyer's Remedies Upon Seller's Default.** Upon the occurrence of any Event of Default by Seller, Buyer shall have the right to pursue immediately any remedy available under this Agreement or under the laws of the State of New Mexico as may be necessary or appropriate to protect its interests. Seller acknowledges that an adequate remedy may not exist at law for such an Event of Default and that specific performance may be an appropriate remedy. Seller also acknowledges and agrees that, in addition to other remedies available at law or in equity, upon such an Event of Default Buyer may terminate this Agreement, and be released from all further obligations and liabilities hereunder. As an additional remedy, Seller hereby agrees to indemnify and hold harmless Buyer for any

with a copy to:

New Mexico General Services Dept.

Attn: **[NAME]**, General Counsel
715 Alta Vista Street
P.O. Box 6850
Santa Fe, NM 87502
Ph. (505) **[PHONE #]**
Fx. (505) 827-2041
Email **[EMAIL ADDRESS]**

Attn: **[NAME]**, Asset Management Bureau Chief
1100 St. Francis Drive, Room 2022
P. O. Box 6850
Santa Fe, NM 87502
Ph. **[PHONE #]**
Fx. (505) 827-2181
Email **[EMAIL ADDRESS]**

17. As-Is Seller is selling and Buyer is purchasing the Property "AS-IS" in its existing condition, without representations or warranties (by Seller only) of any kind or nature, other than as set out above. Buyer acknowledges for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the Property, its physical and environmental condition, and all easements, utility locations, restrictions, entitlements and improvements thereon, either independently or through agents of Buyer's choosing, at Buyer's expense, and that in purchasing the Property Buyer is not relying on Seller or Seller's agents as to the condition of the Property, its potential for platting or development, and/or any building, occupancy, improvement, plumbing, heating, cooling, electrical, septic or other systems on the Property. The closing of this transaction shall constitute an acknowledgement by the Buyer that the Property was accepted without representation or warranty of any kind or nature and in its existing condition based solely on Buyer's own inspection. Seller explicitly disclaims and deletes from the Agreement any warranties or representations relating to the physical condition of the Property and/or any development rights or entitlements set forth elsewhere in the Agreement.

18. General.

a. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements or representations with respect to the Property that are not expressly set forth herein. This Agreement may be modified only by a writing signed and dated by both parties. Buyer and Seller acknowledge that they have not relied on any statements of any real estate agent or broker.

b. Successors Bound. This Agreement shall be binding upon the successors, assigns, and transferees of the parties and if such transfer or assignment is made without prior written consent of the parties, which consent shall not be unreasonably withheld, such assignment or transfer shall not relieve the assigning party or transferor party from liability hereon.

c. Zoning Change. If prior to Closing Seller receives any notice of any zone or use change applications regarding the Real Estate, Seller shall disclose any such notice to Buyer and provide Buyer with a copy thereof. If such notice is received, Buyer shall have the right to examine such notice, and terminate this Agreement if the proposed zoning would materially adversely affect the Real Estate or Buyer's intended use thereof.

d. Venue; Governing Law. Santa Fe County, New Mexico shall be the county of venue for the enforcement of the terms of this Agreement. This Agreement shall be governed by New Mexico law.

e. Attorney Fees. In the event of litigation between the parties concerning this Agreement or their respective rights and obligations hereunder the parties (Buyer and Seller) shall bear their own costs and attorney(s) fees.

f. No Waiver. The failure or omission of either party to enforce any of its rights or remedies upon any breach of any covenants, terms or conditions of this Agreement shall not bar or abridge any of its rights or remedies upon any subsequent default.

g. Assignment. Buyer may not sell or assign this Agreement, its interest herein, or its interest in the Property, without the prior written consent of the Seller

h. Other. Each party hereto agrees that after Closing, it will from time to time, upon request of the other party, take or cause to be taken such further action as the other may reasonably request to carry out the transactions contemplated under this Agreement. The article and section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be signed in one or more counterparts, each of which shall be an original but all of which shall constitute a single Agreement. A facsimile signature shall be sufficient to bind a party to this Agreement. All references to a neutral gender shall be deemed to refer to a masculine or feminine gender as the context so requires.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed on the date first above written.

SELLER:

[NAME]

By: _____

Printed Name

Dated: _____, 201X

Its: _____

BUYER:

State of New Mexico
General Services Department
Facilities Management Division

By: _____
[NAME], Director, FMD

Dated: _____, 2013

Board of Finance, State of New Mexico

By: _____
[NAME], Director

Dated: _____, 2013

APPENDIX D
COST PROPOSAL

Purchase Price: *The Offeror agrees to sell the following Property(ies) for the following cost per gross square foot:*

Address/Building: _____ Gross Square Feet: _____

Address/Building: _____ Gross Square Feet: _____

Address/Building: _____ Gross Square Feet: _____

Address/Building: _____ Gross Square Feet: _____

Address/Building: _____ Gross Square Feet: _____

Address/Building: _____ Gross Square Feet: _____

Address/Building: _____ Gross Square Feet: _____

Address/Building: _____ Gross Square Feet: _____

Total Gross Square Feet of Building(s): _____

COST PER GROSS SQUARE FOOT:

_____ Dollars (\$ _____)

In case of a discrepancy, the amount shown in words will govern. All sums exclude closing costs.

If the Offeror is:

A. An INDIVIDUAL:

By _____
(Individual's Signature)

doing business as _____

Business address _____

Telephone: () _____ FAX: () _____

(SEAL)

B. A PARTNERSHIP:

By _____
(Firm Name)

(General Partner's Signature)

Business address _____

Telephone: () _____ FAX: () _____

(SEAL)

C. A CORPORATION:

Corporation Name: _____

State of Incorporation: _____

By: _____ Title: _____
(Name of Person Authorized to Sign)

If a New Mexico Corporation: _____
NM Certificate of Incorporation Number

If a Foreign Corporation: _____
NM Certificate of Incorporation Number

Attest (Secretary): _____

Business address: _____

Telephone: (____) _____ Fax: (____) _____

D. A JOINT VENTURE:

By: _____
(Name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

By: _____
(Name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

APPENDIX E

Letter of Transmittal Form

Offeror Name: _____ **RFP #:** _____

Federal Tax Id# _____

Items #1 to #6 EACH MUST BE COMPLETED IN FULL. Failure to respond to all six items may 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 _____ Phone: _____

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

Name _____

Title _____

E-Mail Address _____ Phone: _____

4. For the person to be contacted for clarifications:

Name _____

Title _____

E-Mail Address _____ Phone: _____

5. Use of Sub-Contractors (Select one)

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

____ Sub-contractors maybe used in the performance of this contract (list them):

Subcontractor list may be attached in lieu of a list on this document. If applicable, please describe any relationship with any other entity with which will be used in the performance of this contract.

6. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II.

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

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

I represent that the information provided in the RFP documents is truthful, accurate and complete and that the firm and individual responsible for the submission shall be fully responsible for and bound by all information, data, certifications, disclosures and attachments included in the RFP documents

I acknowledge that omission of any material fact concerning requested or submitted information, or the submission of any material false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of the proposal.

I agree that the information and data provided in connection with the RFP documents, as well as any other relevant information obtained from any other sources regarding the firm, may be reviewed to determine whether it qualifies as a responsible contractor pursuant to 1.4.1.75 NMAC and whether its offer represents the best value to the using agency.

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

Date: _____, 20____

APPENDIX F
TERMS AND CONDITIONS

The Offeror must check the appropriate statement below.

_____ I agree to the Purchase Agreement terms and conditions as presented in the Sample Purchase Agreement, Appendix C.

_____ I have attached a letter with the additional Terms and Conditions that I would like to propose. (The letter must state specifically which terms or conditions the Offeror desires to negotiate and must describe the additional terms or conditions that the Offeror would add.)

Signature

Date