

**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT
DISTRICT (NCNMEDD)**

REQUEST FOR PROPOSALS (RFP)

NCNMEDD Office Building Purchase



RFP# 2024-01

Released July 31, 2023

Due August 30, 2023

I. INTRODUCTION.....	4
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	4
B. BACKGROUND INFORMATION	4
C. SCOPE OF PROCUREMENT	4
D. PROCURMENT MANAGER.....	4
E. DEFINITION OF TERMINOLOGY	5
II. CONDITIONS GOVERNING THE PROCUREMENT	8
A. SEQUENCE OF EVENTS	8
B. EXPLANATION OF EVENTS.....	8
1. Issuance of RFP.....	8
2. Acknowledgement of Receipt.....	8
3. Deadline to Submit Written Questions	8
4. Response to Written Questions.....	9
5. Submission of Proposal	9
6. Proposal Evaluation.....	9
7. Selection of Finalists	9
8. Best and Final Offers.....	10
9. Due Diligence.....	10
10. Awards.....	10
11. Protest Deadline.....	10
C. GENERAL REQUIREMENTS.....	11
1. Acceptance of Conditions Governing the Procurement.....	11
2. Incurring Cost.....	11
3. Amended Proposals	11
4. Offeror’s Rights to Withdraw Proposal	11
5. Proposal Offer Firm.....	11
6. Disclosure of Proposal Contents.....	11
7. No Obligation	12
8. Termination	12
9. Sufficient Appropriation.....	12
10. Legal Review.....	12
11. Governing Law.....	12
12. Basis for Proposal.....	13
13. Contract Terms and Conditions	13
14. Offeror’s Terms and Conditions.....	13
15. Contract Deviations	13
16. Offeror Qualifications.....	13
17. Right to Waive Minor Irregularities	13
18. Change in Contractor Representatives.....	13
19. Notice of Penalties.....	14
20. Agency Rights	14
21. Right to Publish	14
22. Ownership of Proposals.....	14
23. Confidentiality	14
24. Electronic mail address required	14
25. Use of Electronic Versions of this RFP	14
26. Campaign Contribution Disclosure Form.....	15
27. Letter of Transmittal.....	15
28. Disclosure Regarding Responsibility	15
III. RESPONSE FORMAT AND ORGANIZATION	17
A. NUMBER OF RESPONSES	17
B. NUMBER OF COPIES	17
C. PROPOSAL FORMAT	17

D. PROPOSAL CONTENT AND ORGANIZATION.....	18
IV. SPECIFICATIONS.....	19
A. SCOPE OF WORK.....	19
B. TECHNICAL SPECIFICATIONS.....	19
C. BUSINESS SPECIFICATIONS.....	20
1. Letter of Transmittal Form.....	20
2. Campaign Contribution Disclosure Form.....	20
3. Cost.....	20
V. EVALUATION.....	21
A. EVALUATION POINT SUMMARY.....	21
B. EVALUATION FACTORS.....	21
1. Technical Specifications.....	21
2. Letter of Transmittal.....	21
3. Signed Campaign Contribution Disclosure Form.....	21
4. Cost.....	21
C. EVALUATION PROCESS.....	22
APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM.....	23
APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	24
APPENDIX C: TECHNICAL SPECIFICATIONS.....	27
APPENDIX D: COST RESPONSE FORM.....	31
APPENDIX E: LETTER OF TRANSMITTAL FORM.....	32

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

NCNMEDD seeks competitive proposals to purchase an office building for its operations in the City of Santa Fe, Santa Fe County, New Mexico.

B. BACKGROUND INFORMATION

NCNMEDD is a council of governments and a local public body within the State of New Mexico, headquartered in Santa Fe, New Mexico. NCNMEDD employs approximately 30 staff members in its Santa Fe office.

C. SCOPE OF PROCUREMENT

The Scope of Procurement is to identify an office building in Santa Fe, NM that is in close proximity to the State Capitol, of adequate size and with adequate parking and amenities for NCNMEDD staff, and is compliant with all applicable building codes. The building should be in good condition, with clear title, with no liens, and with no environmental issues.

D. PROCURMENT MANAGER

1. NCNMEDD has assigned a Procurement Manager who is responsible for the conduct of this procurement:

Name:	Bernadette Segobia-Abeyta
	Procurement Manager
Address:	NCNMEDD
	3900 Paseo del Sol
	Santa Fe, NM 87507
Telephone:	505-609-9439
Email:	bernadettes@ncnmedd.com (assigned contact)

2. All deliveries of responses via express carrier must be addressed as follows (except for electronic submissions):

Name:	Bernadette Segobia-Abeyta
Reference RFP:	RFP # 2024-01: NCNMEDD Office Building Purchase
Address:	NCNMEDD, 3900 Paseo del Sol, Santa Fe NM 87507

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 NCNMEDD employees or Evaluation Committee

members do not have the authority to respond on behalf of the NCNMEDD. Requests, inquiries, or clarifications must be submitted in writing to the Procurement Manager.

4. **Protests of the solicitation or award must be delivered by mail to the Protest Manager identified in Section II.B.11.** 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 North Central New Mexico Economic Development District.

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

“**Award**” means the final execution of the contract document.

“**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.

“**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 items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state agency or local public body.

“**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.

“**Due Diligence**” means to investigate a property before making an offer to purchase it. This investigation includes a review of the property’s legal status, physical condition, zoning, environmental issues, value, and other factors.

“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 USB flash drive.

“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.

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

“IT” means Information Technology.

“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.

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

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

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

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to entertain procurements.

“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.

“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 items of tangible personal 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.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (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.

“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 on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

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:

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	July 31, 2023
2. Acknowledgement of Receipt	Potential Offerors	August 16, 2023
3. Deadline to Submit Questions	Potential Offerors	August 23, 2023
4. Response to Written Questions	Procurement Manager	August 25, 2023
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>August 30, 2023</i>
6. Proposal Evaluation	Evaluation Committee	August 31, 2023
7. Selection of Finalists	Evaluation Committee	September 1, 2023
8. Best and Final Offers	Finalist Offerors	By September 5, 2023
9. Due Diligence	Agency/Finalist Offerors	By September 14, 2023
10. Award	Agency/ Finalist Offerors	September 15, 2023
11. Protest Deadline	Agency	September 30, 2023

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 NCNMEDD on **July 31, 2023**.

2. Acknowledgement of Receipt

Potential Offerors may hand deliver, e-mail, or send by registered or certified mail the Acknowledgement of Receipt of Request for Proposals Form (APPENDIX A) that accompanies this document, 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 5:00pm Mountain Daylight Time (MDT) on **August 16, 2023**.

The procurement distribution list will be used for the distribution of written responses to questions.

3. Deadline to Submit Written Questions

Potential Offerors may email written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00pm MDT on **August 23, 2023**, as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the

Procurement Manager as declared in Section I.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.

4. 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.

5. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00PM MOUNTAIN DAYLIGHT TIME ON **AUGUST 30, 2023. 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.D.1 (except for electronic submissions). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP RFP # 2024-01: NCMEDD Office Building Purchase. Proposals submitted by facsimile 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 final required Agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation 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.

7. Selection of Finalists

The Evaluation Committee will select the finalist 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 may be determined at this time.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II.A., Sequence of Events or as soon as possible.

9. Due Diligence

Due diligence 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 Agency. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Agency reserves the right to purchase from the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Awards

After review of the Evaluation Committee Report and Due Diligence, the Agency Procurement office will award 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 Agency.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the Agency taking into consideration the 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 approval.

11. Protest Deadline

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. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00pm Mountain Daylight Time on **September 30, 2023**. 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:

Monica Abeita, Protest Manager at NCNMEDD

3900 Paseo del Sol

Santa Fe, NM 87507

monicaa@ncnmedd.com

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors are encouraged to indicate their acceptance of the Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, located in APPENDIX E. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V.B 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. 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.**

4. 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, 1.4.1.5 & 1.4.1.36 NMAC.

5. Proposal Offer Firm

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

6. 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:
 - i. confidential financial information concerning the Offeror's organization; and
 - ii. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - iii. PLEASE NOTE: Cost **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 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.

7. No Obligation

This RFP in no manner obligates the Agency to purchase from Offeror until a valid written contract is awarded and approved by appropriate authorities.

8. 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 Agency.

9. Sufficient Appropriation

Any award as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected 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.

10. Legal Review

The 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.

11. 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.

12. 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.

13. Contract Terms and Conditions

The contract between the Agency and a Offeror will follow the format specified by the Agency. 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 contract.

14. 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. Please see Section II.C.15 for requirements.

15. Contract 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 Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

16. 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.

17. Right to Waive Minor Irregularities

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

18. Change in Contractor Representatives

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

19. 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.

20. Agency Rights

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

21. Right to Publish

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

22. Ownership of Proposals

All documents submitted in response to the RFP shall become property of NCNMEDD.

23. 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 NCNMEDD.

The Contractor(s) 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.

24. 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.4, Response to Written Questions).

25. 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.

26. 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 of 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.

27. 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 obligate the company. The letter of transmittal MUST:

- ii. Identify the submitting business entity.
- iii. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- iv. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- v. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- vi. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- vii. Identify the following with a check mark and signature where required:
 - i. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II.C.1;
 - ii. **Explicitly** indicate acceptance of Section V of this RFP; and
 - iii. Acknowledge receipt of any and all amendments to this RFP.
- viii. Be signed by the person identified in Section II.C.30.b.

28. Disclosure Regarding Responsibility

- a. Any prospective Offeror and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Offeror, or any principal of the Offeror's company:
 - i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - Violation of Federal or state antitrust statutes related to the submission of offers; or

- The 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.
- iii. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- iv. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
- 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.
 - 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.
 - 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.)
- b. 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.
- c. The Offeror shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, the Offeror learns that the Offeror's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Offeror's responsibility and ability to perform under this Agreement. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- e. 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 a Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Offeror 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 Offeror must provide immediate written notice to the Agency. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the

Agency may terminate the involved contract for cause. Still further the Agency may suspend or debar the Offeror from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Agency.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Hard Copy Responses: Offeror's proposal must be clearly labeled and numbered and indexed as outlined in Section III.D.

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 Proposals:** One (1) ORIGINAL and one (1) electronic copy of the proposal containing ONLY the Technical Proposal;
- 2. Cost Proposals:** One (1) ORIGINAL and one (1) electronic copy of the proposal containing ONLY the Cost Proposal.

The electronic version/copy of the proposal **must** mirror the original version submitted.

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.D** may be deemed non-responsive and rejected on that basis.

Both the electronic submission and the original proposal must be received no later than the time and date indicated in Section II.B.5, Explanation of Events, Submission of Proposals.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

D. PROPOSAL CONTENT AND ORGANIZATION

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

1. Technical Proposal:

- a. Signed Letter of Transmittal (APPENDIX E)
- b. Table of Contents
- c. Proposal Summary (Optional)
- d. Response to Contract Terms and Conditions (from Section II.C.15)
- e. Offeror's Additional Terms and Conditions (from Section II.C.16)
- f. Response to Specifications (**except cost information**)
 - i. APPENDIX C
 - ii. Signed Campaign Contribution Form (APPENDIX B)
- g. Required Supporting Material
 - i. Property survey
 - ii. Floor plan
- h. Other Supporting Material: This information may be provided at Due Diligence if not available at time of RFP:
 - i. Summary or detailed appraisal of property
 - ii. Recent property inspection, within the last 90 days
 - iii. Title binder
 - iv. Phase I environmental report

2. Cost Proposal:

- a. Completed Cost Response Form (APPENDIX D)

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. All discussion of proposed costs, rates or expenses must occur in the Cost Response Form.

IV. SPECIFICATIONS

Offerors should respond as instructed to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. SCOPE OF WORK

NCNMEDD seeks to purchase an office building in Santa Fe, NM that is in close proximity to the State Capitol, of adequate size and with adequate parking and amenities for NCNMEDD staff, which is compliant with all applicable building codes. The building should be in good condition, with clear title, with no liens, and with no environmental issues.

B. TECHNICAL SPECIFICATIONS

NCNMEDD seeks to purchase an office building for its day-to-day operations. The office building must meet the following criteria, as further described in APPENDIX C:

1. **Readiness:** Must have clear title, no liens, and no environmental issues which would complicate or delay property purchase. The property must be available for purchase by January 2024 or earlier.
2. **Location:** Must be located in the City of Santa Fe, Santa Fe County, New Mexico, within walking distance or a one-mile radius of the State Capitol, 490 Old Santa Fe Trail, Santa Fe, NM, 87501.
3. **Size:** Must be of an adequate size for the organization, defined as between 3,500 and 10,000 square feet of usable office space, preferably between 5,000 and 6,000 square feet.
4. **Parking:** Must have available on-site or adjacent parking of at least 10 spaces.
5. **Code Compliance:** Must be in compliance or be able to come into compliance with all applicable building code requirements, including the Americans with Disabilities Act.
6. **Office Use:** Should be zoned for office use and preferably used currently as an office.
7. **Amenities:** Should have some office amenities.
8. **Condition of Property:** Should be in good condition and not require extensive/costly repair.

The Offeror must be able to provide the Procuring Agency with the following items in its proposal response or prior to closing:

1. Recent property inspection, within the last 90 days, to confirm property condition
2. Title binder to establish clear title to the property
3. Phase I environmental report

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

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

2. Campaign Contribution Disclosure Form

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

3. Cost

Offerors must complete the Cost Response Form in APPENDIX D.

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.

Table 1: Evaluation Point Summary

Factors – correspond to section IV. B and C	Points Available
B. Technical Specifications	
B. 1. Readiness	Pass/Fail
B. 2. Location	Pass/Fail
B. 3. Size	20
B. 4. Parking	Pass/Fail
B. 5. Code Compliance	20
B. 6. Office Use	20
B. 7. Amenities	20
B. 8. Condition of Property	20
4 Business Specifications	
C.3. Letter of Transmittal	Pass/Fail
C.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	20
TOTAL	120 points

B. EVALUATION FACTORS

1. Technical Specifications

Points will be awarded based on the thoroughness and clarity of the response to questions in APPENDIX C.

2. Letter of Transmittal

Pass/Fail only. No points assigned.

3. Signed Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

4. Cost

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

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} = X \text{ Available Award Points}$$

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.B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II.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 as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous, taking into consideration the evaluation factors in Section IV, will be recommended for award (as specified in Section II.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**

**REQUEST FOR PROPOSAL RFP # 2024-01:
NCNMEDD Office Building Purchase**

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 **August 16, 2023**. 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.: _____

EMAIL: _____

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.

Bernadette Segobia-Abeyta, Procurement Manager
NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507
bernadettes@ncnmedd.com

APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

REQUEST FOR PROPOSAL RFP # 2024-01: NCNMEDD Office Building Purchase

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(s) 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: TECHNICAL SPECIFICATIONS

1. Readiness

Criteria: *The property must have clear title, no liens, no environmental issues which would complicate or delay its purchase, and must be available for purchase by January 2024 or earlier.*

Answer Yes/No to the following statements:

Feature	Yes	No	Comments
Offeror has clear title to the property			
There are no liens on the property			
The property has no environmental issues			
The property will be available for purchase by January 2024 or earlier			

2. Location

Criteria: *Within walking distance/1 mile radius of the State Capitol, 490 Old Santa Fe Trail, Santa Fe, NM 87501*

A. What is the address of the property?

B. Required Supporting Material:

- Property survey

3. Size

Criteria: *Between 3,500 and 10,000 square feet of usable office space, with 5,000 to 6,000 square feet preferred.*

A. What is the total square footage of the building?

B. What is the square footage of the property that is usable for office purposes? (include offices, restrooms, conference rooms, common areas, kitchen/break room, storage)

C. Required Supporting Material:

- Building floor plan showing offices and dimensions

4. Parking

Criteria: *The building must include onsite or adjacent parking for at least 10 vehicles.*

What types of parking are available and adjacent to the building?

Type	Number of Spaces	Description/Details (Optional)
Onsite Parking		
On-Street Parking		
Parking in Public/Private Lots <i>Address of lot is required</i>		

5. Building Code Compliance

Criteria: *The building must be in compliance with all applicable building code requirements.*

- A. Does the building have a certificate of occupancy?
- B. Does the building meet all applicable building code requirements?
 - a) If no, what would it take to make the building compliant?
- C. Is the building currently ADA accessible?
 - a) If no, what would it take to make the building ADA accessible?
- D. Does the building have the following?

Feature	Yes	No	Description/Details (Optional)
Handicapped parking spaces			
Ramp/s			
Elevator/s			
Wide doorways to accommodate wheelchairs			
Bathroom radius to accommodate wheelchairs			
Other, specify:			

6. Office Use

Criteria: *Building should be zoned for office use and preferably used currently as an office.*

- A. What is the current zoning of the property?
- B. Is office use allowed under current zoning?
- C. Is the building currently used as an office in whole or in part?
 - a) If in part, please explain:
- D. Provide the number of offices for each category:
 - a) Single person offices
 - b) Large offices which accommodate more than one person

7. Amenities

Criteria: *The building must have restroom facilities that meet code requirements, and preferably would contain a conference room, kitchen/break area, reception area, and storage.*

Does the building have the following? Please specify the number and approximate size of each.

Amenities	Number	Approx. SF	Description/Details (Optional)
Conference Room/s			
Restrooms/s			
Kitchen/s and/or Break Rooms			
Storage Rooms/Closets			
Reception Area/s			
Copier Room or Area			
IT Room or Closet			

Common Area/s			
Other, specify:			
Other, specify:			

8. Condition of Property

Criteria: The building should be in good condition and should not require extensive and/or costly repair.

- A. Describe the Type of Construction (Examples: Frame/Stucco, Brick, Adobe, etc.)
- B. Year Building Constructed
- C. Year Building Renovated
- D. Provide the age and condition of the following:

Feature	Age	Condition
Roof		
Electrical Systems		
Mechanical Systems		
Plumbing Systems		
Other, specify:		

- E. Does the building have any of the following? Please describe:

Feature	Yes	No	Description/Details (Optional)
Structural Deficiencies			
System Deficiencies/Issues (electrical, mechanical, plumbing)			
Leaks			
Water Damage			
Fire Damage			
Other, specify:			

- F. Does the building have any of the following? Please provide the condition of each and indicate if any improvements or upgrades are needed.

Feature	Yes	No	Condition
Exterior Landscaping			
Onsite Parking Areas			
Exterior Lighting			
IT Wiring/Infrastructure			
Other, specify:			

G. Please disclose any needed improvements (including those referred to above) and their approximate cost:

Feature	Improvement Needed	Approx. Cost

9. Supporting Documents

If available, please attach the following Supporting Documents. If these items are not available at the time of response to the RFP, they will be required during Due Diligence.

1. Summary or detailed appraisal of property
2. Recent property inspection, within the last 90 days
3. Title binder
4. Phase I environmental report

10. Additional Information

Please provide any other information about the building or the property that would help us evaluate its potential.

To the best of my knowledge, the information provided in APPENDIX C is true and correct:

_____, 2023
 Authorized Signature and Date

APPENDIX D: COST RESPONSE FORM

RFP # 2024-01: NCNMEDD Office Building Purchase

Section 1: Purchase Cost

Asking Price: _____

Square Footage: _____

Cost per Square Foot: _____

If available, attach a summary or detailed appraisal of the property conducted by a third party.

Section 2: Current Operation & Maintenance Costs

Fill in costs for all categories that apply to the property.

Cost Category	Monthly	Annually
Electric Utilities		
Gas Utilities		
Water/Solid Waste Utilities		
Internet		
Janitorial		
Security/Alarm		
Landscaping Maintenance		
Property Taxes		
Other, specify _____		
Other, specify _____		
Other, specify _____		

Section 3: Other

Please note any variables or other pertinent information related to cost.

_____, 20____
Authorized Signature and Date

APPENDIX E: LETTER OF TRANSMITTAL FORM

RFP # 2024-01: NCMEDD Office Building Purchase

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL. DO NOT LEAVE ANY ITEM BLANK.**

(N/A, None, Does not apply, etc. are acceptable responses.)

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Describe any relationship with any entity, if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)