

Eastern New Mexico University  
Roswell, New Mexico  
**REQUEST FOR PROPOSAL**  
**(RFP) #323R**

Architectural and Engineering Services RFP  
For Nursing Program Expansion  
At ENMU Roswell Campus.



RFP DUE TIME AND DATE      February 28, 2023 @ 2:00 PM MST  
PURCHASING CONTACT:      Charlee Merchant, 575-624-7007  
   or Scott Davis, 575-562-2425  
E-MAIL:                              [purchasing.department@enmu.edu](mailto:purchasing.department@enmu.edu)  
   [purchasing@roswell.enmu.edu](mailto:purchasing@roswell.enmu.edu)

LOCATION:

Eastern New Mexico University - Roswell  
Purchasing Department  
52 University Blvd.  
Roswell, NM 88203

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Eastern New Mexico University-Roswell, (hereafter referred to as ENMU-R) a New Mexico public higher education institution invites qualified bidders (hereafter call Offerors) to submit proposals in accordance with the outline and specifications contained herein. The intent and purpose of this procurement is to establish a contract with a qualified Architectural firm(s) who can provide Architectural and Engineering services. If you have experience and are interested in providing these services, please submit a proposal for this work based on the information presented in this RFP 323R.

We are requesting that you prepare a brief response based on the Request for Proposal and accompanying the information. The proposal should address your interest to satisfy the University's objectives established for this effort. The proposal should also clearly demonstrate your capability to achieve the scope of work. It is, therefore, important that you list all key individuals that you would assign to the project and define an approach that would be used to implement this service. A careful review of the RFP is highly recommended to ensure a responsive submittal. This RFP was prepared in accordance with current State Procurement Statutes.

### B. BACKGROUND INFORMATION

Eastern New Mexico University is the youngest state university in New Mexico. The Legislature of 1927 located the University in Portales and the Legislature of 1929 approved the first appropriation for buildings. Although the first building was constructed in 1931, Eastern's doors were not opened to students until 1934. The institution operated as a two-year college from 1934 to 1940. The third and fourth year of college was first offered in 1940. ENMU was accredited by the North Central Association of Colleges and Secondary Schools as a four-year liberal arts college in 1947. The institution was officially designated Eastern New Mexico University in 1955. ENMU a four-year college currently has two-year branches one located in Roswell NM and one in Ruidoso NM.

### C. TERM OF PROCUREMENT

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE ENMU PURCHASING DIRECTOR, IF REQUIRED. This Agreement shall terminate on DATE unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

[The initial contract will be for one \(1\) Project. Architectural and Engineering for ENMU - Roswell Nursing Program Expansion.](#)

### D. PROCUREMENT MANAGER

1. Eastern New Mexico University 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: Scott Davis, Procurement Manager  
Address: Eastern New Mexico University  
Purchasing Department  
1500 Sesame St Dr  
Station 50  
Portales, NM 88130

Charlee Merchant, Purchasing Agent  
Eastern New Mexico University - Roswell  
Purchasing Department  
52 University Blvd.  
Roswell, NM 88203

Telephone: (575) 562-2425  
Fax: (575) 562-2426  
Email: purchasing.department@enmu.edu

Telephone: (575) 624-7007  
Email: purchasing@roswell.enmu.edu

Name: Charlee Merchant, Purchasing Agent, CPO  
Reference RFP Name: Architectural and Engineering Services for Nursing Program Expansion RFP-323R  
Mailing Address: 52 University Blvd.  
Roswell, NM 88203

2. **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 Procurement Manager. **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. DEFINITIONS FO TERMINOLOGY

**“Agency”** means the State Purchasing Division of the General Services Department or that State Agency is sponsoring the Procurement action.

**“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.

**“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 can NOT 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.

**“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.

**“Independent Contractors”** means the contractor and its agents and employees are independent contractors performing services for Agency and not employees of Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of vehicles, or any other benefits afforded to employees of Agency by virtue of the Agreement.

**“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.

**“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract if any.

**“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.

**“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 the Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

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

**F. AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER**

Eastern New Mexico University is an affirmative action and equal opportunity employer. The University does not discriminate on the basis of race, color, national origin, sex or disability in its programs, activities, or employment. Eastern New Mexico University-Roswell subscribes to Title IX of the Education Amendments of 1972 that prohibits discrimination on the basis of sex in any educational program or activity receiving federal funds.

Eastern New Mexico University-Roswell subscribes to Title IV of the Civil Rights Act of 1964 that prohibits discrimination based on race, color or national origin in any program or activity receiving federal funds. Grievance procedures for each employee group are outlined in the handbooks of the constituency. Persons seeking additional information about the university’s nondiscrimination policy or the grievance procedures should contact the following University representatives below or refer to our ENMU-Roswell website at <https://www.roswell.enmu.edu/notice-of-nondiscrimination/>

**II. CONDITIONS GOVERNING THE PROCUREMENT**

This section 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	Procurement Manager	February 6, 2023
2. Pre-Proposal Conference	Procurement Manager/Committee Chair	Not Held
3. Deadline for Questions	Potential Offerors	February 22, 2023
4. Submission of Proposal	Potential Offerors	February 28, 2023. 2:00 PM MST
5. Proposal Evaluation	Evaluation Committee	March 1, 2023
6. Selection of Finalist	Evaluation Committee	TBD
7. Finalist Interviews***	Evaluation Committee	TBD
8. Contract Negotiations	Procurement Manager/Agency/Finalist Offeror	TBD
9. Contract Awards	Procurement Manager/Agency/Finalist Offeror	March 2023

\*\*\*The selection committee may interview the Offeror(s) of the top-rated proposal; however, contracts may be awarded without such interviews and based solely on written offers.

## **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 and advertised on behalf of Eastern New Mexico University.

### **2. Acknowledgment of Receipt**

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 5:00 pm MST on **February 15, 2023**.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form may constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

### **3. Pre-Proposal Conference Not held**

### **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. 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 before the deadline. Additional copies will be posted to ENMU Purchasing Office "public" Board.

### **6. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **2:00 PM MOUNTAIN STANDARD TIME ON February 28, 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, Paragraph D1. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to Request for Proposal. 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 final required state agency signature on the contract(s) resulting from the procurement has been obtained.

### **7. 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.

### **8. Selection of Finalists**

The Evaluation Committee will select, and the Procurement Manager will notify the finalist for the oral presentation and demonstration will be determined at this time. (If Applicable)

### **9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration. (If Applicable)

## **10. Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined whether or not oral presentations will be held is at the discretion of the Evaluation Committee. (If Applicable)

## **11. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s). This date is subject to change at the discretion of the Agency's Procurement office. 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.

## **12. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as soon as possible thereafter. This date is subject to change at the discretion of the Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and Eastern New Mexico University 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 Department and State approval.

## **13. 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 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Protest Manager – Scott Davis  
1500 S Ave K, Station 50, Portales NM 88130

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

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

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

### **2. Incurring Cost**

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

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

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

### **4. Subcontractors/Consent**

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

## **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. Proposal Offer Firm**

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

## **8. 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 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.

## **9. 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.

## **10. 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.

## **11. 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 contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

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

## **13. 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.



#### **14. Basis for Proposal**

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

#### **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 contract negotiated with the Agency.

#### **16. 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.

#### **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 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.

#### **19. 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.

#### **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. 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.

#### **22. 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 the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

#### **23. Ownership of Proposals**

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

#### **24. 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 the Agency.

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.

#### **25. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). The offeror must have a valid e-mail address to receive this correspondence.

## 26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of a 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.

## 27. New Mexico Employees Health Coverage

Refer to Appendix D, under additional terms and conditions.

## 28. Campaign Contribution Disclosure Form

The offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX E, 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.

## 29. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX B which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. 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.
3. 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).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. **Explicitly** indicate acceptance of Section V of this RFP; and
  - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para two above.

## 30. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

### A. New Mexico Business Preference

### B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP include federal funds.

### III. RESPONSES FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. NUMBER OF COPIES

##### 1. 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 Proposals** – One (1) ORIGINAL and four (4) HARD COPY of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separately labeled binders. Proposals containing confidential information **must** be submitted as two separate binders:
2. **Cost Proposal** – One (1) ORIGINAL, one (1) HARD COPY of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separately labeled binders from the Technical Proposals.

The original and hard 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 Response Format and Organization may be deemed non-responsive and rejected on that basis.

#### 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.

##### 1. 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.

##### Technical Proposal (Binder 1):

- A. Signed Letter of Transmittal
  - B. Table of Contents
  - C. Proposal Summary (Optional)
  - D. Response to Contract Terms and Conditions
  - E. Offeror's Additional Terms and Conditions
- 
1. Design and Technical Expertise
  2. Capacity and Capability
  3. Record of Performance
  4. Approach
  5. References
  6. Signed Campaign Contribution Form
  7. New Mexico Preferences (If applicable)
  8. Other Supporting Materials ( if applicable)

**Cost Proposal (Binder 2):**

1. Completed Cost Response Form

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 only in Binder #2 on the cost response form.

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. SCOPE OF WORK SPECIFICATIONS**

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

**A. DETAILED SCOPE OF WORK**

Provide Design Phase, Construction Document Phase, Bid/Negotiation Phase and Construction Administration Phase services in accordance with AIA Standard Form of Agreement Between Owner and Architect for the following scope of work.

All structures on the Facility Master Plan are represented here.

It was determined that the expansion will consist of the following spaces with the associated elements:

- 2 Nursing Classrooms  
30 and 36 students at 2'X6' Tables with power and data  
folding wall between classrooms  
overhead projection screen
- 2 Nursing Skill Labs  
28 students at 2'X6' tables with power and data 6 beds at each lab  
Headboards with power and data privacy curtains  
2 hands-free scrub sinks at each lab  
Commons storage room with a washer and dryer  
Open adjustable shelving, 2' deep  
Overhead projection screens  
Folding wall between classrooms

Existing windows and structural columns limited the basic layout.  
Visuals from each student to either instructor is critical when folding wall is open.

- The expansion of the Sim Lab is obtained by creating space and extending corridor by minimal demolition.
- A student Commons will be developed in foyer 174 by defining a space for lounge setting with flooring and ceiling furr-downs.

- F. Project Budget: \$ 1,000,000.00 (includes all hard and soft costs)

**B. TECHNICAL SPECIFICATIONS**

This section of the proposal contains specifications and other relevant information to be used by Offerors in preparation of their proposal.

Offerors shall ensure that all the information required herein be submitted with their proposal. All supporting information regarding the vendor's services shall be included in the proposal and will be evaluated accordingly. All services proposed by the responding contractors shall meet as many specific requirements listed in this section as possible. Each specification shall be addressed in detail in the proposal submitted by the responding vendor. All information provided

should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Offerors are encouraged to provide any additional information describing operational abilities. Any services proposed outside of the scope of work shall be identified as "Additional Services". It is expected proposals will present potential creative solutions that would provide additional value to our members.

Offerors will propose equivalent or lesser cost plans than offered to private or public agencies through promotional, solicitations and/or contractual arrangements.

### **1. Design and Technical Competence (25 Possible points)**

Offerors **must**:

- a) Provide the name of your firm's owner(s) and/or principal officer(s). The date of incorporation (or Partnership), current annual dollar volume, and the number of employees.
- b) Current Resume for the Architect who will be assigned Responsible Charge. The project manager who will be assigned to this project. Provide proof of registration for the registered professional design architect(s).

### **2. Capacity and Capability (20 Possible points)**

- a) Describe your firm's approach to providing and managing the required services as identified within this RFP.
- b) Provide information that demonstrates your firms, capacity, and capability to perform work on the nature and scope of this RFP.
- c) Respondent is to provide resumes for all proposed key personnel that would include their education, qualifications/certifications, tenure with the company, and experience with projects of this size and complexity.

### **3. Record of Performance (20 Possible points)**

- a) Provide your firm's three (3) most recent projects, examples indicating your past record of performance on contracts with government agencies with respect to such factors as providing accurate Estimates of Probable Construction Costs, cost control and avoidance, quality of work and ability to meet schedules.
- b) For the three (3) projects identified above, provide a project summary breakdown for each showing, final cost estimates compared to actual final construction costs.

### **4. Approach (15 Possible points)**

- a) Provide a statement of your firm's philosophy and strength.
- b) A description of the firm's understanding of the project and how it intends to approach the project.

### **5. References (10 Possible points)**

- a) Offerors should provide a minimum of three (3) references from similar services performed for state or large local government clients.
- b) Organizational References that are not received or are not complete may adversely affect the offeror's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and/or the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Service description;
- c) Service dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client name, telephone number, fax number, and e-mail address.

**C. BUSINESS SPECIFICATIONS**

**1. Letter of Transmittal Form**

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in (APPENDIX B). 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 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 E)

**3. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their resident business preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX D) must accompany any Offer, and any business wishing to receive the preference must complete and sign the form.

**4. Cost (10 Possible points)**

Offerors are to provide a detailed listing and narrative (if needed) of estimated fees for the services outlined above. Final rates will be determined in negotiations with the qualified applicant after the proposal submissions have been reviewed and contract negotiations have begun.

**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

<b>Factors – correspond to section IV.B and IV C</b>	<b>Points Available</b>
<b>B. Technical Specifications</b>	
B.1. Design and Technical Competence	25 points
B.2. Capacity and Capability	20 points
B.3. Record of Performance	20 points
B.4. Approach	15 points
B.5. References	10 points
<b>C. Business Specifications</b>	
C.1. Letter of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. New Mexico Preferences	Based on Points Given
C.4. Cost	10 points
<b>TOTAL</b>	<b>100 points</b>
New Mexico Preference - Resident Vendor Points per Section IV C. 3	5% if applicable- applied to cost proposal (5 points)
New Mexico Preference - Resident Veterans Points per Section IV C.3	10% if applicable- applied to cost proposal (10 points)

## **B. EVALUATION FACTORS**

### **1. B.1 through B-5 (See Table 1)**

Points will be awarded based on complete responses and information obtain on references.

### **1. C.1 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

### **2. C.2 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

### **3. C.3. New Mexico Preferences**

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

#### **A. New Mexico Business Preference**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%. (5 Points)

#### **B. New Mexico Resident Veterans Business Preference**

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point is 10% (10 Points)

### **4. C.4. Cost (see table 1)**

The evaluation of each Offeror's cost proposal will be conducted using the best value criteria based on responses given to cost proposal APPENDIX C

## **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.

## REQUEST FOR PROPOSAL

Architectural and Engineering Services.  
Nursing Program Expansion at ENMU Roswell  
RFP 323R

### ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment 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 E.

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than **February 15, 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.

CONTRACTOR: \_\_\_\_\_

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.

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

Charlee Merchant, Purchasing Agent  
Architectural and Engineering Services.  
Eastern New Mexico University - Roswell  
52 University Blvd.  
Roswell, NM 88203  
E-mail: [purchasing@roswell.enmu.edu](mailto:purchasing@roswell.enmu.edu)



**APPENDIX B - LETTER OF TRANSMITTAL FORM**

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

Offeror Company Name: \_\_\_\_\_ FED ID# \_\_\_\_\_

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

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

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_ Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_ Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_ Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

1. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

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

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

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

(Attach extra sheets, as needed)

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

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

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

\_\_\_\_\_, 2023  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**APPENDIX C - COST RESPONSE FORM**

INSERT COPY

**APPENDIX D - NEW MEXICO PREFERENCE RESIDENT VETERANS CERTIFICATION**

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

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

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

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

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

**APPENDIX E - CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By:	_____
Relation to Prospective Contractor:	_____
Name of Applicable Public Official:	_____
Date Contribution(s) Made:	_____
Amount(s) of Contribution(s)	_____
Nature of Contribution(s)	_____
Purpose of Contribution(s)	_____

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

—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)